PROJECT MANUAL

CONTRACTUAL – LEGAL REQUIREMENTS
TECHNICAL SPECIFICATIONS

FOR

MERCED COMMUNITY COLLEGE DISTRICT –
HVAC UPGRADES AT VARIOUS BUILDINGS

Project No.: 21-12277
District Bid No.: 2022-05
DSA File No.: N/A
DSA Appl. No.: N/A

Set No.: __________
SECTION 000107
SEALS PAGE

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NOTICE CALLING FOR BIDS

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<td>(2022-05) HVAC UPGRADES AT VARIOUS BUILDINGS</td>
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<td>PROJECT BUDGET</td>
<td>One Million and Fifty Thousand Dollars ($1,050,000.00)</td>
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<td>LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS</td>
<td>2:00 P.M. Thursday, April 21, 2022</td>
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<td>LOCATION FOR SUBMISSION OF BID PROPOSALS</td>
<td>Merced College, Purchasing Office (Corner University Drive and West Community College Drive) 3600 M Street, Merced, California 95348</td>
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<td>LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS</td>
<td>District Bid Website (in the Purchasing Services section.) <a href="http://www.mccd.edu/offices/purchasing/bids.html">http://www.mccd.edu/offices/purchasing/bids.html</a></td>
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NOTICE IS HEREBY GIVEN that the Merced Community College District (District), acting by and through its Board of Trustees, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as (2022-05) HVAC UPGRADES at Various Buildings.

1. Submittal of Bid Proposals. All Bid Proposals must be submitted on forms furnished by the District prior to the last time for submission of Bid Proposals and the District’s public opening and reading of Bid Proposals.


3. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (i) the required Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; and (v) DIR Registration Verification.

4. Project Budget. The Project Budget for the Work is set forth above. If bidding for the Work includes Alternate Bid Items, the selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by priority of Alternate Bid Items, up to but not exceeding the Project Budget. If bidding for the Work does not include Alternate Bid Items, the Project Budget set forth above is for information purposes only.

5. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests no later than 4:00 PM SEVEN (7) days before the latest date for submittal of Bid Proposals. Pre-bid inquiries or clarification requests shall be submitted to: Director, Purchasing and Risk Management Attention Chuck Hergenraeder at Charles.hergenraeder@mccd.edu

6. Prevailing Wage Rates. The Contractor and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers to execute the Work. Copies of the prevailing wage rates in the locality where the Work is to be performed, entitled PREVAILING WAGE SCALE are available to any interested party on the INTERNET at http://www.dir.ca.gov/dlsr/statistics_research.html. In addition to compliance with prevailing wage requirements, the successful Bidder shall comply with all other applicable provisions of the Labor Code, the California Code of Regulations and rulings or determinations of the California Department...
of Industrial Relations. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor’s prevailing wage rate obligations.

7. **Contractors’ License Classification.** Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time the Contract for the Work is awarded: **A - General Engineering, and or B – General Building, or C-20 Warm Air Heating, Ventilation and Air-Conditioning.** The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors’ License in the classification(s) set forth above will be rejected for non-responsiveness. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.

8. **Contract Time.** One Hundred Percent Completion of the Work shall be achieved within the time set forth in Contract Documents after the date for commencement of the Work established in the Notice to Proceed issued by the District. Failure to achieve One Hundred Percent Completion within the Contract Time will result in the assessment of Liquidated Damages as set forth in the Contract.

9. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount equal to TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of the value of any additive Alternate Bid Item(s). A Bid Proposal not accompanied by Bid Security in the form and in the amount required is non-responsive and will be rejected by the District.

10. **Payment Bond; Performance Bond.** Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the District a Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content included in the Contract Documents in a penal sum equal to One Hundred Percent (100%) of the Contract Price. The Payment Bond and the Performance Bond shall be issued by a California Admitted Surety in the form and content included in the Contract Documents.

11. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of thirty (30) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respected Bid Proposals.

14. **Return of Executed Agreement.** The Bidder awarded the Contract shall execute the Agreement and return the executed Agreement to the District within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded. If the successful Bidder fails to return the executed Agreement pursuant to the foregoing, the District may declare the Bidder’s Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

12. **Job-Walk.** The District will conduct a Mandatory Job Walk on Thursday, March 17, 2022, beginning at 10:00 AM Bidders are to meet at Merced College, 3600 M Street, Merced at the Purchasing Office for conduct of the Job Walk. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive. Access to the Job Walk will be available to Bidders for ten (10) minutes after the scheduled start time of the Job Walk; no access to the Job Walk will be permitted thereafter. A Bidder whose representative(s) arrive at the Job Walk location more than ten (10) minutes after the scheduled start of the Job Walk will be denied access and will not be deemed to have attended the Job Walk.

13. **Waiver of Irregularities.** The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
14. **Award of Contract.** The Contract for the Work, if awarded, will be by action of the District’s Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District’s selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders.

/s/ Merced Community College District


[END OF SECTION]
INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.
   1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where required in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.

   1.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.

   1.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a District Purchasing Department representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. The official U.S. time-clock website: http://www.time.gov/timezone.cgi?Pacific/d/-8/java is controlling and determinative as to the time of the Bidder’s submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier’s check made payable to the District or (iii) a Bid Bond, in the form and included with the Contract Documents (the “Bid Security”) in at least the amount set forth in the Call for Bids. A Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder’s Bid Proposal is deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

3. Documents Accompanying Bid Proposal; Signatures. The Bid Proposal and all other documents required to be submitted with the Bid Proposal shall be executed by an individual duly authorized to execute the same on behalf of the Bidder; failure of a Bid Proposal to conform to the foregoing will render the Bid Proposal non-responsive and rejected.

4. Bidder and Subcontractors’ DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder’s Subcontractors’ List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractor(s) if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal lists any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2) prior to award of the Contract, the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for any non-DIR Registered Subcontractor(s) pursuant to Labor Code §1771.1(c)(3) without adjustment of the Contract Price or the Contract Time.
5. **Modifications or Withdrawal of Bid Proposal.** Changes to the bid forms which are not specifically called for or permitted may result in the District’s rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. After submittal of a Bid Proposal, a Bidder may modify or withdraw its Bid Proposal only by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District’s public opening and reading of Bid Proposals; written requests to withdraw or modify a submitted Bid Proposal received by the District after the scheduled closing time for receipt of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.

6. **Erasures; Inconsistent or Illegible Bid Proposals.** Erasures, interlineations or other corrections to any document submitted with a Bid Proposal shall be suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.

7. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. Failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District’s agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder’s full compliance with the requirements of this section.

8. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms Payment Bond, Performance Bond and other documents and instruments which are required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

9. **Interpretation of Drawings, Specifications or Contract Documents.** The District will respond to any pre-bid inquiry submitted in accordance with requirements established in the Call for Bids. If in the sole discretion of the District, a response to a pre-bid inquiry affects or potentially affects other Bidders, the Work, the Contract Documents or other requirements, the District will issue addenda. A copy of any such addendum will be delivered by fax, email or mail to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

10. **District’s Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

11. **Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a
Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

12. Award of Contract.

12.1. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12.2. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal and Alternate Bid Items selected in accordance with these Instructions.

12.3. Selection of Alternate Bid Items. Additive Alternate Bid Items (“ALT”), if any, will be accepted by the District in the order of priority established by the District, with the highest prioritized ALT being ALT 1. The Contract for the Work will be awarded to the Bidder submitting the lowest priced responsive Bid Proposal for the Base Bid scope and the maximum number of ALTs up to but not exceeding the Project Budget set forth in the Call for Bids. In the following example, Bidder B proposes $19,000 for the Base Bid plus ALTS 1-3, Bidder A proposes $20,000 and Bidder C proposes for the Base Bid plus ALTS 1-3. Pricing for the Base Bid and ALT 4 to any Bidder exceeds the Project Budget. Hence: Bidder B submitted the lowest priced proposal for the Base Bid and the maximum number of ALTs within the Project Budget.

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<th>Project Budget: $19,000</th>
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<tr>
<td><strong>BID PRICING</strong></td>
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<tr>
<td>BIDDER A</td>
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<tr>
<td>Base Bid</td>
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<tr>
<td>ALT 1</td>
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<td>ALT 2</td>
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<tr>
<td>ALT 3</td>
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<tr>
<td>ALT 4</td>
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</table>

12.4. Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, to add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Bid on the Proposal.

12.5. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to requirements of the Bid and Contract Documents.

12.6. Responsible Bidder. Determination of the responsibility of Bidders is based on the following evaluation criteria.

12.6.1. Bidder Capacity. Factors affecting the Bidder’s capacity to perform and complete the Work will be assessed, including: (i) Bidder’s access to labor, materials and other resources necessary to complete the Work; (ii) Bidder’s ability to complete the Work within the time established for completion of the Work, or portions thereof; and (iii) Bidder’s ability to complete warranty obligations.
12.6.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.

12.6.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder’s financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.

12.6.4. Bidder Prior Performance. The Bidder’s prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (iv) completion of a project by a surety; (vi) owner’s exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.

12.6.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

13. Subcontractors.

13.1. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

13.2. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders’ sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

14.4. Subcontractor Bonds. In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder’s written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor’s bid under California Public Contract Code §4108(b).

13 Workers’ Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers’ Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the District the form of Workers
Compensation Certification included in the Contract Documents concurrently with such Bidder’s
delivery of the executed Agreement to the District.

15. Bid Security Return. The Bid Security of the Bidders submitting the three lowest priced Bid
Proposals, the number being solely at the discretion of the District, will be held by the District for ten
(10) days after the period for which Bid Proposals must be held open (which is set forth in the Call
for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required
and return of executed copies of the Agreement, whichever first occurs, at which time the Bid
Security of such other Bidders will be returned to them.

16. Contractor’s License. No Bid Proposal will be considered from a Bidder who, at the time Bid
Proposals are opened, is not licensed to perform the Work of the Contract Documents, in
accordance with the Contractors’ License Law, California Business & Professions Code §§7000 et
seq. This requirement is not a mere formality and will not be waived by the District or its Board of
Trustees. The required California Contractors’ License classification(s) for the Work is set forth in
the Call for Bids.

17. Non-Discriminatory Practices. It is the policy of the District that there be no discrimination against
any prospective or active employee engaged in the Work because of race, color, ancestry, national
origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders
agree to comply with the District’s non-discrimination policy and all applicable Federal and California
anti-discrimination laws including but not limited to the California Fair Employment & Housing Act
beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In
addition, all Bidders agree to require like compliance by any Subcontractor employed by them on
the Work of the Contract.

18. Bidder’s Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of
Bidder’s Qualifications, which is included within the Contract Documents. All information required
by Statement of Bidder’s Qualifications shall be completely and fully provided. Any Bid Proposal
not accompanied by the Statement of Bidder’s Qualifications completed with all information required
and bearing the signature of the Bidder’s duly authorized representative under penalty of perjury
will render the Bid Proposal non-responsive and rejected. If the District determines that any
information provided by a Bidder in the Statement of Bidder’s Qualifications is false or misleading,
or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted
by such Bidder as being non-responsive.

19. Job-Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for
Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s)
in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who
have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such
additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the
Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether
Bidders’ attendance at such additional Job-Walk(s) is/are mandatory. If attendance at the Job Walk
is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized
representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to
be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized
representative and/or representatives of its Subcontractors present at the Job-Walk; provided,
however that attendance by representatives of the Bidder’s Subcontractors without attendance by
a representative of the Bidder shall not be sufficient to meet the Bidder’s obligations hereunder and
will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid
Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory
Job-Walks set forth in the Call for Bids unless a Job-Walk is requested by such Bidder and a Job-
Walk is conducted by the District in accordance with the following provisions. The District may, in
its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors
such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested
Job Walk will be conducted only upon the requesting Bidder’s agreement to reimburse the District for the actual and/or reasonable costs for the District’s staff and its agents and representatives in arranging for and conducting such additional Job Walk.

20. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of “Trade Secret,” “Confidential,” “Proprietary,” or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

21. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

22. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District’s Board of Trustees meeting at which award of the Contract will be considered.

23. Bid Protest.

23.4. Submittal of Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District’s Vice-President, Administrative Services not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid
protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

23.5. District Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Vice-President, Administrative Services or such individual(s) as may be designated by him/her (Designee), shall review and evaluate the basis of the bid protest. The District’s Vice-President, Administrative Services or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest (Bid Protest Response). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the District’s Vice-President, Administrative Services or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

[End of Section]
BID PROPOSAL

Project: (2022-05) HVAC Upgrades at Various Buildings

<table>
<thead>
<tr>
<th>Bidder Name</th>
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<td>_______________________________________________</td>
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<tr>
<th>Bidder Representative(s)</th>
<th>Name and Title</th>
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<th>Bidder Representative(s)</th>
<th>Email Address(es)</th>
<th>Phone/Fax</th>
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<tr>
<th>Bidder Representative(s)</th>
<th>Contact Information</th>
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<tr>
<th>Bid Mailing Address</th>
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<tbody>
<tr>
<td>Address</td>
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<table>
<thead>
<tr>
<th>California Contractors’ License</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
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</table>

1. **Bid Proposal.**

1.1 **Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Work required for the sum of ____________________________ Dollars ($_______________).

1.2 BID amount shall include all specified Allowances. See Section 012100 ALLOWANCES for additional information.

1.3 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District. Addenda Nos. _________________ received, acknowledged and incorporated into this Bid Proposal.

1.4 **Alternate Bid Items.** The Bidder’s proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal will result in the Bid Proposal being deemed non-responsive and rejected.

2. **Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; and (v) DIR Registration Verification. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. **Award of Contract.** Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii)
Merced Community College District  
(2022-05) HVAC Upgrades at Various Buildings

Labor and Material Payment Bond; (ii) Certificate of Workers’ Compensation Insurance; and (iv) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescinding award of the Contract and/or forfeiture of the Bidder’s Bid Security.

4. **Bidder Certifications.** The Bidder certifies the following to the District:

4.1 **Contractor License.** The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors’ License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (ii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and at all times during their performance of the Work.

4.2 **DIR Registration.** The Bidder certifies to the District that the Bidder is a DIR Registered contractor and that during the Work, the Bidder will verify that all subcontractors, of any tier performing any portion of the Work are DIR Registered contractors. All Work will be performed and completed by DIR Registered contractors.

5. **Agreement to Bidding Requirements and Attorneys’ Fees.** The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinafter, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys’ fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: ________________________________  
(Signature of Bidder’s Authorized Officer or Representative)

_______________________________  
(Typed or Printed Name)

Title: ________________________________
Bidder Name: __________________________________________

Project (2022-05) HVAC Upgrades at Various Buildings

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

Alternate Item No. 1. All detailed and specified work on the Los Banos Campus. See Section 012300 ALTERNATES for additional information.

☐ Add ________________________________ Dollars ($__________) to Base Bid Proposal Amount.

Dated _____________________________

By: __________________________________________

(Signature of Bidder’s Authorized Officer or Representative)

__________________________________________

(Typed or Printed Name)

Title: ________________________________

## SUBCONTRACTORS LIST

<table>
<thead>
<tr>
<th>Licensed Name of Subcontractor</th>
<th>Trade or Portion of Work</th>
<th>Address of Office, Mill or Shop</th>
<th>Subcontractor CSLB License No.</th>
<th>DIR Registration No.</th>
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DUPLICATE THIS PAGE AS NECESSARY FOR LISTING ADDITIONAL SUBCONTRACTORS
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I am the ______________________ of ___________________________________ (“Bidder”) submitting the accompanying Bid Proposal for the Work described as (2022-05) HVAC Upgrades at Various Buildings.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder’s DIR Registration Number is: _________________. The expiration date of the Bidder’s DIR Registration is June 30, 20__.
3. If the expiration date of the Bidder’s DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder’s DIR Registration expiration, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is currently a DIR registered contractor.
6. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.
8. I have personal first hand-knowledge of all of the foregoing.

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

Executed this ____ day of __________________, 20__ at ____________________________.

_______________________________
(Signature)

_______________________________
(Name, typed or printed)
# STATEMENT OF QUALIFICATIONS

## 1. Bidder Information.
### 1.1. Contact Information

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Street Address</th>
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<table>
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<th>Physical Location</th>
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### 1.2. Bidder Contacts.

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Information</th>
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<tbody>
<tr>
<td></td>
<td>Telephone: (______)</td>
</tr>
</tbody>
</table>

### 1.3. California Contractors’ License.

<table>
<thead>
<tr>
<th>License Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License Classification(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Responsible Managing Employee; Responsible Managing Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expiration Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### 1.4. Bidder Form of Entity.

- [ ] Corporation
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] Limited Liability Partnership
- [ ] Joint Venture
- [ ] Sole Proprietorship

[CONTINUED NEXT PAGE]
2. **Revenue.** Complete the following for the Applicant’s construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Applicant must identify the portion of revenue attributed to construction operations and generally describe business activities of the Applicant that generates non-construction operations related revenue.

<table>
<thead>
<tr>
<th>Calendar Year/ Fiscal Year</th>
<th>Annual Gross Revenue</th>
<th>Average Dollar Value of all Contracts</th>
<th>Dollar Value of Largest Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose an item.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **References.**

<table>
<thead>
<tr>
<th>DSA Project Inspectors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone No.</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owners (K-12 school districts or community colleges preferred)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Name</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Architects (K-12 or Community College Projects)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect Firm Name &amp; Architect Firm Contact Name</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

[CONTINUED NEXT PAGE]
### 4. Insurance

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td><strong>Commercial General Liability Insurance</strong></td>
<td><strong>Insurer:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Policy No.:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Broker:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Commercial General Liability Insurance Broker</strong></td>
<td><strong>(Contact Name):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>(Street Address):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>(City, State &amp; Zip Code):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(<strong><strong>) (</strong></strong>) (___)</td>
<td>Telephone (<strong><strong>) Fax (</strong></strong>)</td>
</tr>
<tr>
<td></td>
<td><strong>(Email address):</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **Bid, Performance and Labor & Materials Payment Bond Surety** | **Surety:** |                             |
|                                                            | **Surety Broker:** |                             |
|                                                            | **(Surety Broker Contact Name):** |                             |
|                                                            | **(Street Address):** |                             |
|                                                            | **(City, State & Zip Code):** |                             |
|                                                            | (____) (____) (___) | Telephone (____) Fax (____) |
|                                                            | **(Email address):** |                             |

| **Workers Compensation Insurance** | **Insurer:** |                             |
|                                    | **Policy No.:** |                             |
|                                    | **Broker:** |                             |
| **Workers Compensation Insurance Broker** | **(Contact Name):** |                             |
|                                    | **(Street Address):** |                             |
|                                    | **(City, State & Zip Code):** |                             |
|                                    | (____) (____) (___) | Telephone (____) Fax (____) |
|                                    | **(Email address):** |                             |

[CONTINUED NEXT PAGE]
5. **Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for non-responsiveness.

5.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids.
   __ Yes  __ No (Not Qualified)

5.2. Bidder is currently a DIR Registered contractor.
   __ Yes  __ No (Not Qualified)

5.3. Bidder has a current commercial general liability insurance policy with coverage limits which are equal to or greater than minimum coverage limits set forth in the Special Conditions.
   __ Yes  __ No (Not Qualified)

5.4. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
   __ Yes  __ No (Not Qualified)
   __ Bidder is exempt from this requirement, because it has no employees

5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
   __ Yes (Not Qualified)  __ No

5.6. A public agency, within the past five (5) years conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract.
   __ Yes (Not Qualified)  __ No

5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
   __ Yes (Not Qualified)  __ No

5.8. During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.
   __ Yes (Not Qualified)  __ No

5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
   __ Yes (Not Qualified)  __ No

5.10. The Bidder’s Worker’s Compensation Insurance average Experience Modification Rating (“EMR”) rating over the past five (5) years is more than 1.25.
   __ Yes (Not Qualified)  __ No

5.11. The Bidder’s Workers Compensation Insurance EMR for the current policy term is more than 1.25.
   __ Yes (Not Qualified)  __ No

6. **Accuracy and Authority.** The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the
responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder’s Bid Proposal may be rejected by the District for non-responsiveness.

Executed this ___ day of __________________ 20__ at ______________________________.(City and State)

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

By: __________________________________________
    (Signature of Bidder’s Authorized Officer or Representative)

    __________________________________________
    (Typed or Printed Name)

Title: __________________________________________
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF ____________________

I, __________________________________, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the ________________________ of ___________________________________, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the
undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person,
   partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false
   or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other
   bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement,
   communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any
   overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage
   against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof,
   or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any
   fee to any person, corporation, partnership, company, association, organization, bid depository, or to
   any member or agent thereof to effectuate a collusive or sham bid.

   Executed this ____ day of ___________, 20__ at _______________________________.
   (City, County and State)

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

________________________________________________
Signature

________________________________________________
Name Printed or Typed

(_____) __________________________
(Area Code and Telephone Number)
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

I, _____________________________ the _____________________________ of
____________________________________

(Contractor Name)

(Name) (Title)

_______________

I declare, state and certify that:

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

   “Every employer except the state shall secure the payment of compensation in one or more of
   the following ways:
   
   (a) By being insured against liability to pay compensation in one or more insurers
duly authorized to write compensation insurance in this state.
   
   (b) By securing from the Director of Industrial Relations a certificate of consent to
self-insure either as an individual employer, or one employer in a group of employers,
which may be given upon furnishing proof satisfactory to the Director of Industrial
Relations of ability to self-insure and to pay any compensation that may become due to
his or her employees.”

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

_________________________

(Contractor Name)

By: ____________________________

(Signature)

_________________________

(Typed or printed name)
THIS PAGE INTENTIONALLY BLANK
DRUG-FREE WORKPLACE CERTIFICATION

I, ____________________________, am the __________________________ of ___________________________.

I declare, state and certify to all of the following:


2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;

      ii. Contractor’s policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

Executed at ______________________________________________________this ____day of
_____________________, 20____.

(Signature)

(Printed or Typed Name)
THIS AGREEMENT is entered into in the City of Merced, County of Merced, State of California, by and between MERCED COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter “District” and ___________________ (“Contractor”).

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

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **(2022-05) HVAC Upgrades at Various Buildings.** Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Time.** The Work shall be commenced on the date stated in the District’s Notice to Proceed; the Contractor shall achieve One Hundred Percent Completion of the Work within the Contract Time set forth in the Contract Documents.

3. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of ________________________ Dollars ($______________). The District’s payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any: ________________________.

4. **Liquidated Damages.** If the Contractor fails to achieve One Hundred Percent Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents. Failure of the Contractor to complete Punchlist items noted upon One Hundred Percent Completion within the time established to complete the Punchlist items will result in the District’s assessment of Liquidated Damages in accordance with the Contract Documents.

5. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents.

<table>
<thead>
<tr>
<th>Section Description</th>
<th>Section Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 01 10 Table of Contents</td>
<td>00 61 10 Bid Bond</td>
</tr>
<tr>
<td>00 11 13 Notice Calling for Bids</td>
<td>00 61 13 Performance Bond</td>
</tr>
<tr>
<td>00 21 13 Instructions for Bidders</td>
<td>00 61 14 Labor &amp; Materials Payment Bond</td>
</tr>
<tr>
<td>00 41 22 Bid Proposal</td>
<td>00 62 90 Verification of Certified Payroll Records Submittal to Labor Commissioner</td>
</tr>
<tr>
<td>00 43 13 Bid Proposal; Alternate Bid Items Proposal</td>
<td>00 65 01 Conditional Waiver &amp; Release on Progress Payment</td>
</tr>
<tr>
<td>00 43 36 Subcontractors List</td>
<td>00 65 02 Unconditional Waiver &amp; Release on Progress Payment</td>
</tr>
<tr>
<td>00 45 10 DIR Registration Verification</td>
<td>00 65 03 Conditional Waiver &amp; Release on Final Payment</td>
</tr>
<tr>
<td>00 45 13 Statement of Qualifications</td>
<td>00 65 04 Unconditional Waiver &amp; Release on Final Payment</td>
</tr>
<tr>
<td>00 45 19 Non-Collusion Affidavit</td>
<td>00 65 36 Contractor Guarantee Form</td>
</tr>
<tr>
<td>00 45 23 Certificate of Workers Compensation Insurance</td>
<td>00 65 37 Contractor Certification of Subcontractor Claim</td>
</tr>
<tr>
<td>00 45 27 Drug-Free Workplace</td>
<td>00 72 13 General Conditions</td>
</tr>
</tbody>
</table>
6. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

    CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

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

<table>
<thead>
<tr>
<th>District</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merced Community College District</td>
<td>[Contractor Name]</td>
</tr>
<tr>
<td>By: ____________________________</td>
<td>By: ____________________________</td>
</tr>
<tr>
<td>Title: __________________________</td>
<td>Title: __________________________</td>
</tr>
</tbody>
</table>

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**Section Description | Section Description**
---
00 52 00 Agreement | 00 73 13 Special Conditions
BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, ________________________________, as Surety and ___________________________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto MERCED COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as (2022-05) HVAC Upgrades at Various Buildings.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for Alternate Bid Items, if any.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees

[CONTINUED NEXT PAGE]
incurred by the Obligee in connection therewith, including without limitation, attorneys’ fees.

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

(Bidder/Principal Name)

By: __________________________________

(Signature)

Typed or Printed Name)

Title: __________________________________

(Surety Name)

By: __________________________________

(Signature of Attorney-In-Fact for Surety)

Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature.)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

______ ________ ____

Telephone Fax

(Email address)
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, ________________________________, as Surety and ___________________________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto MERCED COMMUNITY COLLEGE DISTRICT ("the Obligee") for payment of the penal sum the penal sum of ________________________________ Dollars ($______________________) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as (2022-05) HVAC Upgrades at Various Buildings.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

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

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

The Surety, for value received, stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety’s obligations or Obligee’s rights hereunder; Surety waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work, or the Drawings or the Specifications.

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this

[CONTINUED NEXT PAGE]
Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

If the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal’s failure of performance or default or to complete the Work. The Principal and the Surety are jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety’s liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal’s failure of performance or default under the Contract Documents is limited to the penal sum hereof, which includes the costs or value of any Changes to the Work which increases the Contract Price.

If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal are jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys’ fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of ____________, 20____ by their duly authorized agent or representative.
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _______________________________, as Surety and _______________________________, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto MERCED COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum the penal sum of $______________________ 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as (2022-05) HVAC Upgrades at Various Buildings.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

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

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

If suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §9554.

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

[CONTINUED NEXT PAGE]
deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ________ day of ____________, 20__ by their duly authorized agent or representative.

__________________________
(Contractor-Principal Name)
By: ________________________
(Signature)
__________________________
(Typed or Printed Name)
Title: _______________________
(Attach Notary Public Acknowledgement of Principal’s Signature)

__________________________
(Surety Name)
By: ________________________
(Signature of Attorney-In-Fact for Surety)
__________________________
(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature)

Contact name, address, telephone number and email address for notices to the Surety

__________________________
(Contact Name)

__________________________
(Street Address)

__________________________
(City, State & Zip Code)
(______) _____________  (______) ______________
Telephone Fax

__________________________
(Email address)
VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL
TO LABOR COMMISSIONER

I am the ________________________________ for ______________________________ in ____________
(Superintendent/Project Manager) ____________ (Contractor)
connection with (2022-05) HVAC Upgrades at Various Buildings.

1. This Verification is submitted to Merced Community College District concurrently with the
Contractor’s submittal of an Application for Progress Payment to the District, identified as
Application For Progress Payment No. ________________ (“the Pay Application”).

2. The Pay Application requests the District’s disbursement of a Progress Payment for the value of
Work performed between ________________, 20___ and ________________, 20___.

3. The Contractor has submitted Certified Payroll Records (“CPR”) to the Labor Commissioner for all
employees of the Contractor engaged in performance of Work subject to prevailing wage rate
requirements for the period of time covered by the Pay Application.

4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay
Application have submitted their CPRs to the Labor Commissioner for all of their employees
performing Work subject to prevailing wage rate requirements for the period of time covered by the
Pay Application.

5. I have reviewed the Contractor’s CPRs submitted to the Labor Commissioner. The CPRs submitted
to the Labor Commissioner by the Contractor are complete and accurate for the period of time
covered by the Pay Application.

6. I have reviewed the Subcontractors’ CPRs submitted to the Labor Commissioner. The CPRs
submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the
period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed
this Certification on the ____ day of _________________, 20___ at ____________________________
(City and State)

By: ________________________________

(Typed or Printed Name)
NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

<table>
<thead>
<tr>
<th>Name of Claimant</th>
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<tr>
<th>Name of Customer</th>
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<th>Job Location</th>
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<th>Through Date</th>
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Conditional Waiver and Release

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

<table>
<thead>
<tr>
<th>Maker of Check</th>
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<th>Amount of Check</th>
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<tr>
<th>Check Payable To</th>
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</table>

Exceptions

This document does not affect any of the following:

1. Retentions.
2. Extras for which the claimant has not received payment.
3. The following payments for which the claimant has previously given a conditional waiver and release but has not received payment:
   Date(s) of waiver and release: ____________________
   Amount(s) of unpaid payment(s): ____________________
4. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: ________________________________
Claimant's Title: _________________________________
Date of Signature: ________________________________
UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(Civil Code §8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

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This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $__________________.

Exceptions
This document does not affect any of the following:
1. Retentions.
2. Extras for which the claimant has not received payment.
3. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: ______________________________________
Claimant's Title: ______________________________________
Date of Signature: ______________________________________
CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(Civil Code §8136)

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

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Conditional Waiver and Release
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<tr>
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</table>

Exceptions
This document does not affect any of the following:
Disputed claims for extras in the amount of: $___________________

Signature
Claimant’s Signature: ________________________________
Claimant’s Title: ________________________________
Date of Signature: ________________________________
UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(Civil Code §8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

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Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: $__________________

Signature

Claimant's Signature: _______________________________________
Claimant's Title: ___________________________________________
Date of Signature: ________________________________________

Long Form; Rev. June, 2018
Unconditional Waiver & Release on Final Payment
Section 00 65 04
Contractor Guarantee

District: Merced Community College District
Project Name: (2022-05) HVAC Upgrades at Various Buildings
Contractor Name: ____________________________

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranties relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranties or any guarantee(s) or warranties provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: ____________________  By: ____________________________

(Signature)

(Typewritten or Handwritten Name)

(Title)
CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO: MERCED COMMUNITY COLLEGE DISTRICT ("DISTRICT")

RE: (2022-05) HVAC Upgrades at Various Buildings

YYYY (Contractor)
ZZZZ (Subcontractor)

Subcontractor Claim

This Contractor Certification of Subcontractor Claim is submitted by YYYY relating to (2022-05) HVAC Upgrades at Various Buildings to the District on behalf of ZZZZ.

1. I am the ______________________________ of the Contractor in connection with the above-described Project.

2. The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.

3. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.

4. The Subcontractor Claim is made by the Subcontractor in good faith.

5. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.

6. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et. seq.).

7. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.

8. I have personal first-hand knowledge of all of the foregoing.

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

8. Executed at __________________________, California, on ___________________, 20___.

8. ________________________________
   (Signature)

9. ________________________________
   (Print Name)

9. ________________________________
   (Title)
GENERAL CONDITIONS

(2022-05) HVAC Upgrades at Various Buildings
ARTICLE 1: DEFINITIONS
1.1 District.
1.2 Contractor.
1.3 Architect.
1.4 The Work.
1.5 The Project.
1.6 Surety.
1.7 Subcontractors; Sub-Subcontractors.
1.8 Material Supplier.
1.9 Drawings and Specifications.
1.10 Special Conditions; Supplemental Conditions.
1.11 Contract Documents.
1.12 Intent and Correlation of Contract Documents.
  1.12.2 Technical Terms.
  1.12.3 Conflict in Contract Documents.
1.13 Shop Drawings; Samples; Product Data ("Submittals").
1.14 Division of State Architect ("DSA").
1.15 District’s Inspector.
1.16 Contract Document Terms.
1.17 Contractor’s Superintendent.
1.18 Record Drawings.
1.19 Project Manager.
1.20 Construction Equipment.
1.21 Site.
1.22 Field Clarifications.
1.23 Defective or Non-Conforming Work.
1.24 Delivery.
1.25 Notice to Proceed.
1.26 Progress Reports; Verified Reports.
1.27 Laws.
1.28 Construction Change Directive.

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  2.1.2 Permits, Licenses, Approvals.
  2.1.3 Drawings and Specifications.
  2.1.4 Furnishing of Information.
2.2 District’s Right to Stop the Work.
2.3 Partial Occupancy or Use.
  2.3.1 District’s Right to Partial Occupancy.
2.4 No Acceptance of Defective or Nonconforming Work.
2.5 District’s Inspector.
  2.5.1 Authority of District’s Inspector.
2.5.2 Limitations on District’s Inspector.
2.5.3 Contractor Access for District’s Inspector.
2.5.4 Contractor and District Responsibilities for Costs and Fees of District’s Inspector.

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  3.1.1 Administration of Contract.
  3.1.2 Periodic Site Inspections.
  3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences.
  3.1.4 Review of Applications for Payment.
  3.1.5 Rejection of Work.
  3.1.6 Submittals.
    3.1.6.1 Architect’s Review.
    3.1.6.2 Time for Architect’s Review.
  3.1.7 Issuance of Construction Change Directive.
  3.1.8 Changes to the Work; Change Orders.
  3.1.9 Completion.
  3.1.10 Interpretation of Contract Documents.
  3.1.11 Request for Information.
3.2 Communications; Architect’s Role.
3.3 Termination of Architect; Substitute Architect.
3.4 Project Manager.

ARTICLE 4: THE CONTRACTOR
4.1 Contractor Review of Contract Documents.
  4.1.1 Examination of Contract Documents.
  4.1.2 Field Measurements.
  4.1.3 Dimensions; Layouts and Field Engineering.
  4.1.4 Work in Accordance With Contract Documents.
4.2 Site Investigation; Subsurface Conditions.
  4.2.1 Contractor Investigation.
  4.2.2 Subsurface Data.
  4.2.3 Subsurface Conditions.
4.3 Supervision and Construction Procedures.
  4.3.1 Supervision of the Work.
  4.3.2 Responsibility for the Work.
  4.3.3 Surveys.
4.3.4 Construction Utilities.
4.3.5 Existing Utilities; Removal, Relocation and Protection.
4.3.6 Conferences and Meetings.
  4.3.6.1 Pre-Construction Conference.
  4.3.6.2 Progress Meetings.
  4.3.6.3 Special Meetings.
  4.3.6.4 Minutes of Meetings.
4.4 Labor and Materials.
  4.4.1 Payment for Labor, Materials and Services.
  4.4.2 Employee Discipline.
  4.4.3 Compliance with Immigration Reform and Control Act of 1986.
  4.4.4 Contractor’s Supervisory Personnel.
  4.4.5 Prohibition on Harassment.
    4.4.5.1 District’s Policy Prohibiting Harassment.
    4.4.5.2 Contractor’s Adoption of Anti-Harassment Policy.
    4.4.5.3 Prohibition on Harassment at the Site.
4.5 Taxes.
4.6 Permits, Fees and Notices; Compliance With Laws.
  4.6.1 Payment of Permits, Fees.
  4.6.2 Compliance With Laws.
  4.6.3 Notice of Variation From Laws.
4.7 Submittals.
  4.7.1 Purpose of Submittals.
  4.7.2 Contractor’s Submittals.
    4.7.2.1 Prompt Submittals.
    4.7.2.2 Approval of Subcontractor Submittals.
    4.7.2.3 Verification of Submittal Information.
    4.7.2.4 Information Included in Submittals.
    4.7.2.5 Contractor Responsibility for Deviations.
    4.7.2.6 No Performance of Work Without Architect Review.
  4.7.3 Architect Review of Submittals.
  4.7.4 Deferred Approval Items.
4.8 Materials and Equipment.
  4.8.1 Specified Materials, Equipment.
  4.8.2 Approval of Substitutions or Alternatives.
  4.8.3 Placement of Material and Equipment Orders.
  4.8.4 District’s Right to Place Orders for Materials and/or Equipment.
  4.8.5 Contractor and Subcontractor Communication.
4.9 Safety.
  4.9.1 Safety Programs.
  4.9.2 Contractor Safety Plan.
  4.9.3 Safety Precautions.
  4.9.4 Safety Signs, Barricades.
  4.9.5 Safety Notices.
  4.9.6 Safety Coordinator.
  4.9.7 Emergencies.
  4.9.8 Hazardous Materials.
    4.9.8.1 General.
    4.9.8.2 Prohibition on Use of Asbestos Construction Building Materials (“ACBMs”).
4.10 Maintenance of Documents.
  4.10.1 Documents at Site.
  4.10.2 Maintenance of Record Drawings.
4.11 Use of Site.
4.12 Clean-Up.
4.13 Access to the Work.
4.14 Facilities and Information for the District’s Inspector.
  4.14.1 Information to District’s Inspector.
4.15 Patents and Royalties.
4.16 Cutting and Patching.
4.18 Wage Rates; Employment of Labor.
  4.18.1 Determination of Prevailing Rates.
  4.18.2 Payment of Prevailing Rates.
  4.18.3 Prevailing Rate Penalty.
  4.18.4 Certified Payroll Records.
    4.18.4.1 Maintenance of Certified Payroll Records.
    4.18.4.2 Submittal of Certified Payroll Records to Labor Commissioner.
    4.18.4.3 Inspection of Certified Payroll Records.
  4.18.5 Hours of Work.
    4.18.5.1 Limits on Hours of Work.
    4.18.5.2 Penalty for Excess Hours.
    4.18.5.3 Contractor Responsibility.
  4.18.6 Apprentices.
    4.18.6.1 Employment of Apprentices.
    4.18.6.2 Apprenticeship Certificate.
    4.18.6.3 Ratio of Apprentices to Journeymen.
    4.18.6.4 Exemption From Ratios.
    4.18.6.5 Contributions to Trust
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5.1 Subcontracts.
5.2 Subcontractor DIR Contractor Registration
5.2.1 No Subcontractor Performance of Work Without DIR Registration.
5.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status
5.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor
5.3 Substitution of Listed Subcontractor.
5.3.1 Substitution Process.
5.3.2 Responsibilities of Contractor Upon Substitution of Subcontractor.
5.4 Subcontractors’ Work.

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6.1 Workers’ Compensation Insurance; Employer’s Liability Insurance.
6.2 Commercial General Liability and Property Insurance.
6.3 Builder’s Risk “All-Risk” Insurance.
6.4 Insurance Requirements
6.4.1 Coverage Limits
6.4.2 Deductibles.
6.4.3 No Modification or Cancellation Without Prior Notice to District.
6.4.4 District Additional Insured.
6.4.5 Certifications of Insurance.
6.5 Subcontractor’s Insurance.
6.6 Maintenance of Insurance.
6.7 Contractor’s Insurance Primary.
6.8 Indemnity.
6.9 Payment Bond; Performance Bond.

ARTICLE 7: CONTRACT TIME
7.1 One Hundred Percent Completion of the Work Within Contract Time.
7.2 Progress and Completion of the Work.
7.2.1 Time of Essence.
7.2.2 One Hundred Percent Completion.
7.2.3 Correction or Completion of the Work After One Hundred Percent Completion.
7.2.3.1 Punchlist.
7.2.3.2 Time for Completing Punchlist Items. Final Completion.
7.2.4 Contractor Responsibility for Multiple Inspections.
7.2.5 Final Acceptance.
7.3 Construction Schedule.
7.3.1 Submittal of Preliminary Construction Schedule.
7.3.2 Review of Preliminary Construction Schedule.
7.3.3 Preparation and Submittal of Contract Construction Schedule.
7.3.4 Revisions to Approved Construction Schedule.
7.3.5 Updates to Approved Construction Schedule.
7.3.6 Contractor Responsibility for Construction Schedule.
7.4 Adjustment of Contract Time.
7.4.1 Excusable Delays.
7.4.2 Compensable Delays.
7.4.3 Unexcusable Delays.
7.4.4 Adjustment of Contract Time.
7.4.4.1 Procedure for Adjustment of Contract Time.
7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.
7.5 Liquidated Damages.

ARTICLE 8: CONTRACT PRICE
8.1 Contract Price.
8.2 Cost Breakdown.
8.3 Progress Payments.
8.3.1 Applications for Progress Payments.
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8.3.3 Verification of Work Completed.
8.3.4 District’s Disbursement of Progress Payments.
8.3.4.1 Timely Disbursement of Progress Payments.
8.3.4.2 Untimely Disbursement of Progress Payments.
8.3.4.3 District’s Right to Disburse Payments by Joint Checks.
8.3.4.4 No Waiver of Defective or Non-Conforming Work.
8.3.5 Progress Payments for Changed Work.
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GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

1.1 District. The “District” refers to Merced Community College District and unless otherwise stated, includes the District’s authorized representatives, including the Project Manager, if a Project Manager is designated, the District’s Board of Trustees and the District’s officers, employees, agents and representatives.

1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to “Contractor” include the Contractor’s authorized representative.

1.3 Architect. The Architect is the person or entity identified as such in the Agreement; references to the “Architect” include, as required by context of usage, the Architect’s employees and authorized representative(s) and the Architect’s Consultants and their employees and authorized representative(s).

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

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

1.6 Surety. The Surety is the person or entity that executes, as surety, the Contractor’s Labor and Material Payment Bond and/or Performance Bond.

1.7 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. “Subcontractor” does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. References to “Subcontractor” herein include all subcontractors of any tier.

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

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

1.10 Special Conditions; Supplemental Conditions. Special Conditions and/or Supplemental Conditions, if any are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

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

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

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

1.12.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Material Supplier, or others to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor, Subcontractors or Material Suppliers are collectively referred to as "Submittals".

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

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

1.16 Contract Document Terms. The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;” “satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inerferable.
therefrom.

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

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

1.19 **Project Manager.** The Project Manager, if any, is the individual or entity designated as such in the Special Conditions. The Project Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Project Manager is not designated in the Special Conditions, the District reserves the right to designate a Project Manager at any time during Contractor’s performance of the Work. The District reserves the right to remove or replace the Project Manager during Contractor’s performance of the Work. The designation of a Project Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Project Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor’s obligations hereunder.

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

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

1.22 **Field Clarifications.** A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

1.23 **Defective or Non-Conforming Work.** Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.

1.24 **Delivery.** Delivery used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition at the Site pending incorporation into the Work.

1.25 **Notice to Proceed.** The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.26 **Progress Reports; Verified Reports.** Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

1.27 **Laws.** Laws refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work, including those in effect as of the execution of the Agreement,
amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor’s compliance with the Laws.

1.28 **Construction Change Directive.** A Construction Change Directive is a written instrument issued by or on behalf of the District to the Contractor directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. A material obligation of the Contractor is timely performance of Work noted in a Construction Change Directive.

**ARTICLE 2: DISTRICT**

2.1 **Information Required of District.**

2.1.1 **Surveys; Site Information.** Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 **Permits, Licenses, Approvals.** Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits, licenses, approvals or similar approvals relating to the Work, or the installation/construction thereof are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall obtain the same without adjustment of the Contract Price or the Contract Time.

2.1.3 **Drawings and Specifications.** Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work.

2.1.4 **Furnishing of Information.** Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. If the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. The Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

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

2.3 Partial Occupancy or Use.

2.3.1 District’s Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for security, maintenance, utilities, damage to the Work, insurance, the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the District’s Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District’s occupancy or use thereof is not impaired. The District’s use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed “completion” of the Work as that term is used in Public Contract Code §7107.

2.4 No Acceptance of Defective or Nonconforming Work. The District’s partial occupancy or use of the Work or any portion thereof, shall not constitute the District’s acceptance of the Work which is defective or non-conforming.

2.5 District’s Inspector.

2.5.1 Authority of District’s Inspector. In addition to the authority and rights of the District’s Inspector as provided for elsewhere in the Contract Documents and/or the Laws, all of the Work shall be performed under the observation of the District’s Inspector. The foregoing notwithstanding, the Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the District’s Inspector; such deviations shall be deemed defective or non-conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The performance of the duties of the District’s Inspector shall not relieve or limit the Contractor’s performance of its obligations under the Contract Documents.

2.5.2 Limitations on District’s Inspector. The does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The District’s Inspector has no authority relative to the content or scope of the Contractor’s safety plan/program. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the District’s Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time.

2.5.3 Contractor Access for District’s Inspector. The Contractor shall provide the District’s
Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed.

2.5.4 Contractor and District Responsibilities for Costs and Fees of District’s Inspector. The District is responsible only for payment of the fees of the District’s Inspector for standard eight (8) hour work day Mondays through Fridays, excepting holiday days (“District’s Inspector Standard Workdays”). Unless the District directs the Contractor to perform Work exceeding the District’s Inspector Standard Workdays, for any Work performed by the Contractor outside the District’s Inspector Standard Workdays, the Contractor shall be responsible for payment of District’s Inspector fees for District’s Inspector services relating to such Work. All services provided by the District’s Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturdays shall be at one and one-half (1½) times the District’s Inspector’s basic hourly rate. All hours of service provided by the District’s Inspector in excess of eight (8) hours on Saturdays, and all hours of service provided by the District’s Inspector on holiday days or on Sundays are at two (2) times the District’s Inspector’s basic hourly rate. Fees for services provided by the District’s Inspector beyond the District’s Inspector Standard Workdays set forth above are the sole responsibility of the Contractor; the District may deduct such fees from the Contract Price then or thereafter due the Contractor.

ARTICLE 3: ARCHITECT

3.1 Architect’s Administration of the Contract.

3.1.1 Administration of Contract. The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the District’s representatives during construction until the time that Final Payment. The Architect will advise and consult with the District, the Project Manager, if any, and the District’s Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and authority established by the Laws.

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

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

3.1.4 Review of Applications for Payment. Pursuant to Article 8 hereof, the Architect will review the Contractor’s Payment Applications and for Final Payment, evaluate the extent of Work performed and verify to the District the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect is authorized to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a
decision made in good faith by the Architect to exercise or not to exercise such authority shall modify requirements of the Contract Documents or any obligation of the Contractor under the Contract Documents.

3.1.6 Submittals.

3.1.6.1 Architect’s Review. The Architect will review and approve or take other appropriate action upon Submittals for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor. The Architect’s review of the Contractor’s Submittals shall not: (i) modify or limit the Contractor’s obligations under the Contract Documents; (ii) requirements of the Contract Documents relating to the Work; (iii) approval of safety measures, programs or precautions; or (iv) construction means, methods, techniques, sequences or procedures. The Architect’s acceptance of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

3.1.6.2 Time for Architect’s Review. The Architect’s review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District’s separate contractors while allowing sufficient time, in the Architect’s reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect’s review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

3.1.7 Issuance of Construction Change Directive. The Architect is authorized to issue Construction Change Directives.

3.1.8 Changes to the Work; Change Orders. The Architect will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.9 Completion. In conjunction with the District, District’s Inspector, Project Manager, if any, and the Contractor, the Architect will conduct observations of the Work to determine the date(s) of One Hundred Percent Completion and Final Completion. If the District does not designate a Project Manager for the Work, the Architect shall: (i) be authorized to enforce the Contractor’s close-out obligations; and (ii) receive from the Contractor and the records, written warranties and related close-out materials assembled by the Contractor in accordance with the Contract Documents.

3.1.10 Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect’s response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect’s review and response to requests under this Article 3.1.10, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will: (i) be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions; (ii) endeavor to secure faithful performance by both the District and the Contractor; (iii) not show partiality to either the District or Contractor; and (iv) not result in liability for results of interpretations or decisions so rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
3.1.11 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), Contractor shall timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect’s responses to any such Contractor request for information shall conform to the standards and time frame set forth in Article 3.1.10 of these General Conditions. The foregoing provisions notwithstanding, if the Architect reasonably determines that any of Contractor’s request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; (ii) does not reflect the Contractor’s adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect. In responding to any of Contractor’s request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

3.2 Communications; Architect’s Role. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. If the District does not designate a Project Manager for the Work, communications between the Contractor and the District shall be through the Architect. Communications between separate contractors, if any, shall be through the Architect.

3.3 Termination of Architect; Substitute Architect. In case of termination of employment of the Architect, the District shall appoint a substitute architect whose status under the Contract Documents shall be that of the Architect.

3.4 Project Manager. If a Project Manager is designated for the Work, the Project Manager shall be a representative of the District until Final Completion is achieved and Final Payment is due the Contractor. The Project Manager is authorized to act on behalf of the District and in connection with the Work as set forth in the Contract Documents, including without limitation: (i) review of the Contractor’s Construction Schedule and updates thereto; (ii) review of the Contractor’s Applications for Payment and verification of the amount due the Contractor under an Application for Payment; (iii) conducting the Pre-Construction Meeting, Progress Meetings and/or Special Meetings and maintaining minutes thereof; and (iv) enforcement of the Contractor’s obligations under the Contract Documents, including the Contractor’s close-out obligations.

ARTICLE 4: THE CONTRACTOR
4.1 Contractor Review of Contract Documents.

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

4.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be immediately reported to the Architect along with request for clarification or direction.

4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

4.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents, the Laws and Architect accepted Submittals.

4.2 Site Investigation; Subsurface Conditions.

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

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades or below grade elevations are approximate only and are neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation.
of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

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

4.3 Supervision and Construction Procedures.

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

4.3.2 Responsibility for the Work. The Contractor is responsible to the District for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor is not relieved from its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, District’s Inspector or the Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.

4.3.3 Surveys. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor is responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work without adjustment of the Contract Price. The Contractor is solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

4.3.4 Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and the Contractor’s obligations hereunder shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation, relocations and
removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.3.5 **Existing Utilities; Removal, Relocation and Protection.** In accordance with California Government Code §4215, the District assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor’s failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. The foregoing notwithstanding, the District is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the District’s inspector, the Architect, the Project Manager and the utility owner. If utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.6 **Conferences and Meetings.** A material obligation of the Contractor under the Contract Documents is the attendance by the Contractor’s supervisory personnel for the Work and the Contractor’s management personnel as required by the Contract Documents or as requested by the District. The Contractor’s personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1 **Pre-Construction Conference.** The Contractor’s representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will address items such as the Contractor’s access to the Site, review of construction procedures and requirements and other matters pertaining generally to construction of the Work.

4.3.6.2 **Progress Meetings.** Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor’s representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Project Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Construction Schedule and Submittals.

4.3.6.3 **Special Meetings.** As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.6.4 **Minutes of Meetings.** Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or the Project Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect or the Project...
Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Project Manager; such objections or corrections shall be submitted to the Architect and the Project Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor’s employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Compliance with Immigration Reform and Control Act of 1986. The Contractor is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the “IRCA”); the Contractor shall also require Subcontractors and any other person or entity employing labor in connection with any of the Work to so similarly comply with the IRCA. The foregoing includes without limitation, verification that individuals engaged in any Work are legally entitled to do so.

4.4.4 Contractor’s Supervisory Personnel. Prior to start of Work at the Site, the Contractor shall submit to the District, Architect and Project Manager, a written statement of the qualifications of the Contractor’s proposed Superintendent and Project Manager for the Work. Acceptance of the Contractor’s proposed Superintendent and Project Manager is subject to establishing their: (i) skills, experience and other capabilities to supervise, coordinate and manage the Work; (ii) fluent verbal and written English language capabilities; (iii) competency in reading, comprehending and understanding drawings, specifications and other technical construction-related materials; and (iv) recent experience of in completing construction projects similar to the Work within the budget and time established for such other construction projects. Upon acceptance of the Contractor’s Superintendent or Project Manager by the District, the Contractor shall not be change such personnel without prior consent of the District, unless such personnel: (i) are unsatisfactory to the Contractor and ceases to be employed by the Contractor for the Work; or (ii) is determined by the District to be unfit, incompetent or incapable of performing functions and responsibilities assigned.

4.4.5 Prohibition on Harassment.

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

4.4.5.2 Contractor’s Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

4.4.5.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District’s receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. If the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District’s determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys’ fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.
4.6 Permits, Fees and Notices: Compliance With Laws.
4.6.1 Payment of Permits, Fees. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.
4.6.2 Compliance With Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.
4.6.3 Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Architect and the District’s Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the District’s Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7 Submittals.
4.7.1 Purpose of Submittals. Submittals are not Contract Documents. Submittals are for the purpose of demonstrating, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.
4.7.2 Contractor’s Submittals.
4.7.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District or the Contract Documents, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. If the Contractor fails or refuses to deliver Submittals in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor’s submission of such Submittal. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor’s submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect’s fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, Liquidated Damages imposed under this Article 4.7.2.1 for Contractor’s delayed submission of Submittals. If Liquidated Damages are assessed for the Contractor’s delayed submission of Submittals or if the Contractor is assessed Architect fees to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or
thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to timely submit of any Submittal.

4.7.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor’s written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

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

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

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

4.7.2.6 No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect’s review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating “No Exception Taken” to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.7.3 Architect Review of Submittals. The purpose of the Architect’s review of Submittals and the time for the Architect’s return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect’s direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect’s review of the Submittals is for the limited purposes
described in the Contract Documents. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

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<tr>
<th>Notation</th>
<th>Action Required</th>
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<tbody>
<tr>
<td>No Exceptions Taken</td>
<td>No formal revision required</td>
</tr>
<tr>
<td>Make Corrections Noted</td>
<td>Make revision noted; re-submission of revised Submittal not required</td>
</tr>
<tr>
<td>Revise and Re-Submit</td>
<td>Revise Submittal in accordance with notations and re-submit for revision</td>
</tr>
<tr>
<td>Rejected Re-Submit</td>
<td>Prepare new alternative Submittal and re-submit for review</td>
</tr>
</tbody>
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4.7.4 Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a “Deferred Approval” item, Contractor shall be solely and exclusively responsible for: (i) the design, engineering and specifying the materials/equipment forming any part of the Deferred Approval Item; (ii) integrating and/or coordinating the Deferred Approval Item with other portions of the Work; (iii) preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time; and (iv) timely obtaining DSA approval thereof.

4.8 Materials and Equipment.

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

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items; (ii) the Contractor certifies to the Architect and District that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute meet or exceed the quality, performance capability and functionality of the item or process specified; and (iii) demonstrate to the reasonable satisfaction of the Architect and District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit calculations engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect’s review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect’s review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect’s decision evaluating the Contractor’s proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor’s furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs
and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect’s review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District’s award of the Contract to Contractor by action of the District’s Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Project Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor.

4.8.4 District’s Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor shall, upon request of the District, Project Manager or the Architect, fails or refuses, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District’s conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor’s obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.8.5 Contractor and Subcontractor Communication. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Project Manager and the Architect for review, inspection and reproduction as may be requested from time to time. The foregoing is a material obligation of the Contractor hereunder.
4.9 Safety

4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor’s safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

4.9.2 Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the District and the Project Manager, if any, the Contractor’s Safety Plan for the Work for review and acceptance by the District. Acceptance by the District is subject to the Safety Plan conforming to requirements of the Laws, conditions at or about the Site and the nature of the Work. The Contractor shall modify its Safety Plan as necessary to obtain the District’s acceptance thereof. Notwithstanding the District’s acceptance of the Contractor’s Safety Plan, the Contractor shall remain solely responsible for implementing the Safety Plan and implementing measures as necessary to maintain safety of persons and property at and about the Site. The District’s acceptance of the Contractor’s Safety Plan shall not limit, restrict or otherwise modify the Contractor’s obligations relating to safety at or about the Site in accordance with the Contract Documents and the Laws.

4.9.3 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or Subcontractors; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

4.9.4 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, barricades, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

4.9.5 Safety Notices. The Contractor shall give or post all safety notices required by the Laws and comply with the Laws bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.6 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor’s organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Project Manager, District’s Inspector and the Architect.

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

4.9.8 Hazardous Materials.

4.9.8.1 General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively “Hazardous Materials”), the Contractor shall comply with all Laws applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.8.2 Prohibition on Use of Asbestos Construction Building Materials (“ACBMs”).
Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the District’s Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor’s obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor’s completion of the Work or the District’s acceptance of the Work. If the Contractor fails or refuses, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District’s written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Surety.

4.9.8.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site. The Contractor’s obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

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

4.10.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible
manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor’s performance of the Work, upon the request of the District, the District’s Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District’s review and inspection. The District’s review and inspection of the Record Drawings during the Contractor’s performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District’s approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor’s default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor’s failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.

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

4.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a “rake-clean” standard on a daily basis. If the Work includes painting and/or the installation of floor covering, before any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a “broom-clean” condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste materials, excess excavated materials, tools, Construction Equipment, machinery, surplus materials and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left by the Contractor in a neat and broom clean condition satisfactory to District. The District’s Inspector or Project Manager shall be authorized to direct the Contractor’s clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work. The Contractor shall provide DSA, the District, the Project Manager, the District’s Inspector and the Architect access to the Work, whether in place, preparation and progress and wherever located.

4.14 Facilities and Information for the District’s Inspector.

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

4.14.2 Facilities for District’s Inspector. Facilities, services or other items to be provided by the Contractor for use by the District’s Inspector, if any, shall be as set forth in the Special Conditions. If any such facilities, services or other items are designated in the Special Conditions and the Contractor fails or refuses to provide the same, the District may furnish such facilities, services or other items, with the costs, fees or expenses incurred to furnish the same being deducted from the Contract Price.

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

4.16 Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.17 Encountering of Hazardous Materials. If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the District’s Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. If such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and One Hundred Percent Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor.

4.18.1 Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.2 Payment of Prevailing Rates. There shall be paid each worker of the engaged in the Work, not less than the general prevailing wage rate for the classification of Work performed, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such worker.
4.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two Hundred Dollars ($200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.4 Certified Payroll Records.

4.18.4.1 Maintenance of Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

4.18.4.2 Submittal of Certified Payroll Records to Labor Commissioner. The Contractor and each Subcontractor shall submit their respective Certified Payroll Records to the Labor Commissioner on forms, in the manner and within the times prescribed by the Labor Commissioner.

4.18.4.3 Inspection of Certified Payroll Records. The Certified Payroll Records of the Contractor and Subcontractors shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested Certified Payroll Records have not been provided, the requesting party shall, prior to being provided the records, reimburse the
cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the Certified Payroll Records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of Certified Payroll Records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.5 Hours of Work.
4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day’s work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (12) times the basic rate of pay.
4.18.5.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (12) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
4.18.5.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

4.18.6 Apprentices.
4.18.6.1 Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor
Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

4.18.6.2 **Apprenticeship Certificate.** When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

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

4.18.6.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice’s life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.6.5 Contributions to Trust Funds. The Contractor or any Subcontractor, on any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.18.6.6 Contractor’s Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor
4.18.7 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors’ license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor’s violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor’s default under Article 15.1 of these General Conditions. The Contractor shall require Subcontractors performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.20 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District’s hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

4.21 Progress Reports; DSA Verified Reports.

4.21.1 DSA Verified Reports: Contractor Actions. A material obligation of the Contractor is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA’s Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Final Completion. Concurrently with submittal to DSA, the Contractor shall provide the District, District’s Inspector, Architect and Construction Manager with copies of all Verified Reports completed by the Contractor and submitted to DSA.

4.21.2 District Withholdings From Final Payment. The completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District’s
disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report with DSA within ten (10) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold an amount not to exceed ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

4.21.3 Progress Reports. Progress Reports shall be completed by the Contractor for each day of construction activities at the Site and submitted to the District or Project Manager not later than 9:00 A.M. of the ensuing business day.

ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15 hereof, subject to the prior rights of the Surety if the District terminates the Contract for the Contractor’s default. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor’s execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Project Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor’s failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor’s default of a material term of the Contract Documents.

5.2 Subcontractor DIR Contractor Registration.

5.2.1 No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor’s Subcontractors List.

5.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor’s verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor’s verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

5.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor’s Subcontractors List submitted with the Contractor’s proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor’s DIR contractor registration lapses prior to or during a Subcontractor’s performance of Work, the Contractor shall request the District’s consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).
5.3 Substitution of Listed Subcontractor.

5.3.1 Substitution Process. Request of the Contractor to substitute a listed Subcontractor will be considered only if in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the District’s Inspector, the Architect, the Project Manager or attorneys’ fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.3.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The District’s consent to Contractor’s substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution.

If the District consents to substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor (“Substituted Subcontractor”). If the Architect determines that revised or additional Submittals are required of a Substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect’s written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by a Substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. If the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect’s written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect, the District’s administrative costs and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

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

6.2 Commercial General Liability. The Contractor shall purchase and maintain Commercial General Liability, including coverage for the types of claims set forth below which may arise out of or result from Contractor’s performance of the Work: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor’s employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor’s obligations under the Contract Documents; (vi) Completed Operations; and (vii) Contractor’s Pollution Liability.

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

6.4 Insurance Requirements.

6.4.1 Coverage Limits. Minimum coverage limits for each policy of insurance required of the Contractor hereunder are set forth in the Special Conditions.

6.4.2 Deductibles. The Contractor is solely and exclusively responsible for the payment of deductibles, if any, under any policy of insurance required of the Contractor hereunder, without adjustment to the Contract Price on account thereof.

6.4.3 No Modification or Cancellation Without Prior Notice to District. Coverages afforded under policies of insurance required of the Contractor shall include provisions to the effect that coverage thereunder will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents.

6.4.4 District Additional Insured. The District shall be an additional insured under the Contractor’s Commercial Liability and Builders Risk policies of insurance. The additional Insured acknowledgement shall be submitted as a separate declaration from the Contractor’s
insurance provider (ACCORD form modifications are not acceptable).

6.4.5 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District’s request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5 Subcontractors’ Insurance. Contractor shall require that every Subcontractor, to obtain and maintain the policies of insurance set forth in Articles 6.1, 6.2 and 6.4 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors’ Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

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

6.7 Contractor’s Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor’s Builder’s Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.8 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers, employees, agents and
representatives (including the District’s Inspector); (ii) the Architect its respective agents and employees; and (iii) if one is designated by the District for the Work, the Project Manager and its agents and employees. The Contractor’s obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys’ fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the negligent, grossly negligent or willful acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor’s obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Payment Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor’s Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor’s obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor’s obligations hereunder are binding upon Contractor’s Performance Bond Surety and these obligations shall survive notwithstanding Contractor’s completion of the Work or the termination of the Contract.

6.9 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor’s faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor’s performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

ARTICLE 7: CONTRACT TIME

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

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

7.2.2 One Hundred Percent Completion. One Hundred Percent Completion is that stage in the progress of the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the District can occupy or use the Work or designated portion thereof for its intended purpose. One Hundred Percent Completion shall be determined by the Architect, Project Manager, if any, and the District’s Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of One Hundred Percent Completion by the District’s Inspector, Project Manager, if any and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After One Hundred Percent Completion.

7.2.3.1 Punchlist. Upon achieving One Hundred Percent Completion of the Work, the District, the District’s Inspector, the Project Manager, if any, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor (“the Punchlist”). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 Time for Completing Punchlist Items. In addition to establishing the Punchlist items pursuant to Article 7.2.3.1, the Project Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractor’s completion of all Punchlist items. If mutual agreement is not reached to establish the time for the Contractor’s completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. If the Contractor fails or refuses, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are jointly and severally liable to District for any such excess costs.

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, all Punchlist items noted upon One Hundred Percent Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect, Project Manager, if any and the District’s Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District’s Inspector, Project Manager, if any, and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of One Hundred Percent Completion or Final Completion by the District’s Inspector, Project Manager, if any, and the Architect and it is determined by the District’s Inspector, Project Manager, if any, or the Architect that the Work does not then justify
certification of One Hundred Percent Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect, Project Manager, if any, and the District's Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

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

7.3 Construction Schedule.

7.3.1 Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manager, if any, and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor’s submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor’s entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor’s Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any “float” time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, “float time” shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

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

7.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District’s return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Architect and the Project
Manger, if any, the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor’s submittal of such Construction Schedule, the District, the Project Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District’s approval of the form and content of a Construction Schedule, the same shall be deemed the “Approved Construction Schedule.” The District’s approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor’s obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents.

The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. If the Approved Construction Schedule depicts completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

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

7.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Project Manager and the Architect with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District’s rejection of
such update and Contractor shall, within seven (7) days of the District’s rejection of such update, submit to the Architect and the Project Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. If requested by the District, the Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District’s sole and exclusive discretion, transmit to the Contractor’s Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinafore. The District’s election to transmit, or not to transmit such information, to the Contractor’s Performance Bond Surety shall not limit the Contractor’s obligations under the Contract Documents.

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

7.4 Adjustment of Contract Time. If One Hundred Percent Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays. If One Hundred Percent Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor’s notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional
Rain Days directly and adversely impact the critical path progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

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

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

7.4.4 **Adjustment of Contract Time.**

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

7.4.4.2 **Limitations Upon Adjustment of Contract Time on Account of Delays.** Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.
7.5 **Liquidated Damages.** Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve One Hundred Percent Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, One Hundred Percent Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District’s actual damages in the event of delayed submission of Submittals, One Hundred Percent Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District’s damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District’s assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District’s right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor’s execution of the Agreement.

**ARTICLE 8: CONTRACT PRICE**

8.1 **Contract Price.** The Contract Price is the amount stated in the Agreement and subject to adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for completion of the Work and other obligations of the Contractor under the Contract Documents. The District’s payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 **Cost Breakdown.** Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, in a form acceptable to the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown is subject to the District’s review and approval of the form and content thereof. If the District objects to any portion of the Cost Breakdown, within ten (10) days of the District’s receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District’s objection(s) to the Cost Breakdown. Within five (5) days of the date of the District’s written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Upon the District’s approval of the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted, conditioned or withheld in the sole discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor’s overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

8.3 **Progress Payments.**

8.3.1 **Applications for Progress Payments.** During the Contractor’s performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the District, the District’s Inspector, Project Manager, if any, and the Architect, Applications for Progress Payments (“Payment Applications”), on forms approved by the District, setting forth an itemized...
estimate of Work completed in the preceding month for the purpose of the District’s making of Progress Payments thereon. Values utilized in the Payment Applications shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above provided that such values are only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 Payment Application Review for Determination of Proper Payment Application. Pursuant to Public Contract Code §20104.50, upon receipt of a Payment Application, the District’s Inspector, the Project Manager, if any, and the Architect will review the Payment Application as soon as practicable for the purpose of determining that the Payment Application is a proper Payment Application. A Payment Application is “proper” only if information required by the form of Payment Application is completely and accurately provided by the Contractor and the Payment Application is accompanied by: (i) a summary listing of the Subcontractors/Material Suppliers entitled to payment of any portion of the requested Progress Payment, along with the amount of payment each Subcontractor/Material Supplier is entitled to receive from the Contractor from the proceeds of the requested Progress Payment; (ii) completed and executed form of Verification of Certified Payroll Records Submittal To Labor Commissioner; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor and Subcontractors/Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor and Subcontractors/Material Suppliers covering the Progress Payment received by the Contractor under the immediately preceding Payment Application; (v) if applicable, a current union statement reflecting that the Contractor and Subcontractors are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; and (vi) a certification by the Contractor that it has continuously maintained the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Project Manager prior to disbursement of the Progress Payment. Pursuant to Public Contract Code §20104.50, if a Payment Application determined by the District not to be a proper Payment Application it shall be returned by the District to the Contractor as soon as is practicable after receipt thereof, but in no event not more than seven (7) days after receipt. The District’s return of any Payment Application pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Payment Application is not proper.

8.3.3 Verification of Work Completed. Upon receipt of a Payment Application, the Architect, Project Manager, if any and the District’s Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with requirements of the Contract Documents and to determine the portion of the Payment Application which is properly due to the Contractor under the terms of the Contract Documents.

8.3.4 District’s Disbursement of Progress Payments.

8.3.4.1 Timely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, within thirty (30) days after the District’s receipt of a proper Payment Application, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application, as verified by the District’s Inspector, Project Manager, if any, and the Architect and the pro rata portion of the Contractor’s overhead, supervision and general conditions costs and profit for that month; provided, however, that the District’s obligation to disburse any Progress Payment shall be subject to the District’s receipt of all documents set forth in Article 8.3.2
above, each and all of which are conditions precedent to the District’s obligation to disburse Progress Payments. If a Payment Application is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Payment Application, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District’s timely disbursement of a Progress Payment is deemed to commence on the date that the District is actually in receipt of documents not submitted with the Payment Application, or corrections to documents with the Payment Application so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the District fails to make a Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the District shall pay the Contractor interest on the undisputed amount of such Payment Application at the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, if the District determines that any Payment Application is not proper, pursuant to Article 8.3.2 above, and the District does not return such Payment Application within the seven (7) day period provided for in Article 8.3.2, the period of time for the District’s disbursement of the Progress Payment on such Payment Application without incurring interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.4.3 District’s Right to Disburse Payments by Joint Checks. The District, may, in its sole discretion, issue joint checks to the Contractor and Subcontractor(s)/Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective or non-conforming Work.

8.3.5 Progress Payments for Changed Work. The Contractor’s Payment Applications may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the District’s Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.6 Materials or Equipment Not Incorporated Into the Work.

8.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor’s submittal of a Payment Application, has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor’s submittal of a Payment Application requesting payment for such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials
or equipment while in storage; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District’s payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the Site pursuant to the preceding sentence shall be exercised exclusively by the District; the District’s exercise of discretion not to make payment shall not be deemed the District’s default hereunder. If the District elects to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site or which are in the process of fabrication or transportation to the Site.

8.3.7 Exclusions From Progress Payments. In addition to the District’s right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor’s Payment Application shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor or Material Supplier because of a dispute or any other reason.

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

8.3.9 Substitute Security for Retention. Pursuant to California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor’s performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following the date of award of the Contract to Contractor shall be deemed a waiver of such right.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect, Project Manager, if any, and the District’s Inspector will promptly make a final inspection of the Work and when the Architect, Project Manager, if any and the District’s Inspector find the Work acceptable under the Contract Documents at the request and expense of the Contractor and in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and
all of the following, the submittal of which are conditions precedent to the District’s obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District’s property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor’s receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no One Hundred Percent reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors/Material Suppliers in accordance with California Civil Code §§8136 or 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, Stop Payment Notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District’s obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor fails to timely submit completed DSA Reports in accordance with Article 4.21.1 above, the Final Payment due the Contractor shall be reduced in accordance with Article 4.21.2 above.

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

8.4.5 Claims Asserted After Final Payment. Any lien, Stop Payment Notice or other claim filed or asserted after the Contractor’s acceptance of the Final Payment by any Subcontractor, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor and the Surety. The Contractor and Surety shall indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors/Material Suppliers; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work.
under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Payment Notice Claims filed with the District pursuant to California Civil Code §9350 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor’s failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Payment Application or Application for Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District’s Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. If the Contractor fails to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to “the director” shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars ($1.5M) or greater shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (ii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor’s obligations hereunder are material.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the
9.2 **Construction Change Directive.** A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The issuance of a Change Order pursuant to this Article 9 in connection with any Construction Change Directive authorized by the District is not a condition precedent to Contractor’s obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District’s right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.3 **Oral Order of Change in the Work.** Any oral order, direction, instruction, interpretation, or determination from the District or the Architect which in the opinion of the Contractor constitutes a Change to the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect, Project Manager, if any and the District’s Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor’s written notice pursuant to the preceding sentence. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination is the Contractor’s waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.4 **Contractor Submittal of Data.** Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, Project Manager, if any, the District’s Inspector and the District a detailed written statement setting forth the general nature of the Change, the adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating information.
data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.5 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

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

9.5.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District, Project Manager, if any, or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor’s estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the District’s Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.5.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.5.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor’s records. In the event that the procedure set forth in this Article 9.5.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor is deemed to have accepted the District’s determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor notifies the District, the Architect, Project Manager, if any and the District’s Inspector, in writing, not more than fifteen (15) days from the date of the District’s written notice, of any objection to the District’s determination. Failure of the Contractor to timely notify the District, the Architect and the District’s Inspector of Contractor’s objections to the District’s determination of the extent of adjustment to the Contract Price shall be deemed Contractor’s acceptance of the District’s determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District’s determination. Notwithstanding any objection of the Contractor to the District’s determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.5.1.2, Contractor shall, pursuant to Article 9.8 below, diligently proceed to perform and complete any such Change.

9.5.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.5.1.1 or 9.5.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

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

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

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

9.5.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.5.1.4 Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1, 9.2 or 9.3, or should the Contractor encounter conditions which the Contractor believes to obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. If more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. If any Subcontractor provides or performs any portion of a Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor’s Superintendent or Contractor’s authorized representative which shall constitute the Contractor’s representation and warranty to the District that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor’s authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, Project Manager, if any or the District’s Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work, the District’s reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor’s obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.
9.5.2 Adjustment to Contract Time. If any Change to the Work authorized pursuant to this Article 9, the Contract Time affects the critical path of the Work, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. The Contractor is solely responsible for submitting scheduling data, analysis and other materials necessary or required by the District to substantiate the Contract Time adjustment requested by the Contractor for a Change. The District is not obligated to consider any adjustment to the Contract Time on account of a Change until the Contractor has submitted such scheduling data, analysis and other materials.

9.5.3 Addition or Deletion of Alternate Bid Item(s). If the Bid Proposal for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor’s performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor’s Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

9.6 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor’s attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District’s Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.6, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District’s approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.7 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the District’s Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor’s notice to the District’s Inspector and the Architect. Time is of the essence in Contractor’s written notice pursuant to the preceding sentence so that the District can promptly
investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District’s review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor’s waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor’s written notice under this Article 9.7, any such adjustment shall be determined in accordance with the provisions of Articles 9.5.1 and 9.5.2.

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

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

9.10 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Contractor shall carry out such orders promptly.

9.11 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect and the District’s Inspector in the manner and within the time set forth in Articles 9.2 or 9.7 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor’s sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

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

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

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

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

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

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

11.1.2 Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the Laws, including without limitation, Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District’s Inspector, the Project Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Project Manager, the District’s Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect or Project Manager, if any will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the
District, and the Contractor shall give timely notice to the Architect, the Project Manager and the District’s Inspector of when and where tests and inspections are to be made so the District’s Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the fees of the Architect, Project Manager, if any, and the District’s Inspector in connection therewith.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

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

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

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the District’s Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the District’s Inspector, be uncovered for observation by the Architect and the District’s Inspector and be replaced at the Contractor’s expense without adjustment of the Contract Time or the Contract Price.

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

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

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

12.6  **Failure of Contractor to Correct Work.** If the Contractor fails to commence to correct defective or non-conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor’s expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect’s services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall be jointly and severally liable to the District for any such excess amount.

12.7  **Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable. The District’s determination of the extent of reduction of the Contract Price on account of defective or non-conforming Work accepted by the District shall be binding, conclusive, dispositive and not subject to appeal or other dispute resolution procedures, unless such determination is manifestly unreasonable.

**ARTICLE 13: WARRANTIES**

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

13.2  **Warranty Work.** If, within one (1) year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in
accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor’s Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District’s Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor’s Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

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

13.4 Survival of Warranties; Surety Obligations. The Contractor’s warranty obligations hereunder shall survive the Contractor’s completion of Work under the Contract Documents, the District’s Final Acceptance or the termination of the Contract. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor’s warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

ARTICLE 14: SUSPENSION OF WORK

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

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

ARTICLE 15: TERMINATION

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

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

15.1.3 Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.
15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District’s direct and indirect costs and expenses for completing the Work, including without limitation, attorneys’ fees, fees for additional professional and consultant services, and the District’s administrative costs, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District’s costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and Surety are jointly and severally liable for payment of such difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be jointly and severally liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys’ fees, and for all costs necessary for repair and completion of the Work exceeding the Contract Price.

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

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

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have Subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District’s convenience.

ARTICLE 16: MISCELLANEOUS

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

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

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

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

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

16.6 **No Assignment by Contractor.** The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District’s approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

16.7 **Gender and Number.** Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

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

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

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

16.11 **Dispute/Claims Resolution.**

16.11.1 **Public Contract Code §9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 (“Section 9204”) provided, however, that the Contractor’s initiation of Section 9204 procedures is expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.11.1.1 **Claim Defined.** The term “Claim” shall be as defined in Section 9204.
16.11.1.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. “Reasonable documentation” includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragments supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.11.1.3 District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim (“Claim Review Statement”). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor’s responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim (“Undisputed Claim”) and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.11.1.4 Meet and Confer.

16.11.1.4.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

16.11.1.4.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.11.1.5 Non-Binding Mediation.

16.11.1.5.1 Contractor Initiation. The Contractor may request nonbinding
mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

16.11.1.5.2 Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.11.1.5.3 Mediation Procedures. 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 District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.11.1.5.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

16.11.1.5.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.11.1.5.6 Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

16.11.2 Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

16.11.3 Subcontractor Claims.

16.11.3.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor
Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

16.11.3.2 Contractor Certification of Subcontractor Claim. The District’s review of Subcontractor Claims is expressly subject to the Contractor’s submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor’s review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.11.3.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.11.3.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.11.4 Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the Contractor’s compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.

16.11.5 Section 20104.4 Dispute Resolution Procedures; Claims Less Than $375,000. Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less than $375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

16.11.5.1 Binding Arbitration of Claims Exceeding $375,000.
16.11.5.1.1 JAMS Arbitration. Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds $375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before one (1) retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services (“JAMS”) in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

16.11.5.2 Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor’s Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

16.11.5.3 Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

16.11.5.4 Arbitration Award. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by One Hundred Percent evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

16.11.5.5 Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the
prevailing party. By this arbitration provision, the District and the Contractor acknowledge and agree that neither shall recover from the other any attorney’s fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder. The limited exceptions in the Contract Documents that provide attorney’s fees for specific issues shall neither be construed as applying to this arbitration provision under California Civil Code §1717(a) nor be deemed to be “authorized by the Laws.”

16.11.5.6 Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

16.11.6 Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.12 Limitation on Special/Consequential Damages. In the event of the District’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

16.13 Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

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

16.15 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

16.16 Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.
16.17 **Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]
SPECIAL CONDITIONS

1. Application of Special Conditions. These Special Conditions for a part of the Contract Documents for the Work described as (2022-05) HVAC Upgrades at Various Buildings.

2. Project Manager. The District’s Project Manager for the Work is Marcus Metcalf.

3. Drawings and Specifications. The number of sets of the Drawings and Specifications which the District will provide to the Contractor, pursuant to Article 2.1.3 of the General Conditions is choose an item. Additional sets of the Drawings and Specifications may be obtained by the Contractor from the District at the cost of reproduction. (Available Electronically)

4. Insurance Coverages.
   4.1. Contractor Insurance. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

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<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Insurance</td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Builders Risk</td>
<td>Full insurable value of the Work;</td>
</tr>
<tr>
<td></td>
<td>Seismic coverage: Not Required</td>
</tr>
</tbody>
</table>

   4.2. Subcontractor Insurance. Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Insurance</td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
</tbody>
</table>

5. Contract Time. The commencement date of the Contract Time of the Work shall be as set forth in the Notice to Proceed issued by or on behalf of the District. The Contractor shall achieve One Hundred Percent (100%) Completion of the Work within TWO-HUNDRED and FORTY-FIVE (245) calendar days after the date for commencement of the Work set forth in the Notice to Proceed. The Contract Time shall not be extended if the Contractor commences Work after the date established in the Notice to Proceed for commencement of Work without fault or neglect of the District.

6. Liquidated Damages. The per diem rate of Liquidated Damages for delayed One Hundred Percent Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein.

   6.1. Delayed One Hundred Percent Completion. If One Hundred Percent Completion is not achieved
on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves One Hundred Percent Completion of the Work at the per diem rate of Dollars ($500.00).

6.2. Delayed Submission of Submittals. If the Contractor fails to submit a Submittal in accordance with the Submittal Schedule, the Contractor shall be liable to the District for Liquidated Damages for each delayed Submittal at the per diem rate of FIVE HUNDRED DOLLARS ($500.00) from the date that such Submittal was due to be submitted pursuant to the Submittal Schedule and the date that the Contractor actually submits the Submittal to the Architect.

6.3. Delayed Punchlist Completion. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of FIVE HUNDRED DOLLARS ($500.00).

6.4. Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.

7. Mark-Ups on Changes to the Work. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

7.1. Subcontractor Performed Changes. N/A For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Choose an item. In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Choose an item. of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

7.2. Contractor Performed Changes. N/A For the portion of any Change performed by the Contractor’s own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Choose an item.

7.3. Bond Premium Costs. N/A In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor’s actual bond premium rate of Choose an item. of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

7.4. Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

8. Rain Days.

8.1. Rain Days Defined and Limitations on Rain Days. In addition to the requirements and limitations set forth in the Contract Documents, including without limitation Article 7.4.1 of the General Conditions, the Contract Time will be adjusted for unusually severe weather conditions resulting from rainfall only if: (i) the Contractor has taken reasonable measures to proceed with the Work notwithstanding inclement weather conditions;(ii) the Contractor demonstrates (by schedule analysis or other means) to the reasonable satisfaction of the District that the progress of Work on the critical path of the then current Construction Schedule was affected by unusually severe weather conditions resulting from rainfall; and (iii) the Contractor demonstrates to the reasonable satisfaction of the District that the Contractor could not re-sequence Work so that Work activities (whether or not on the critical path of the then current Construction Schedule) not affected by rainfall could have been performed on a Rain Day. The occurrence of precipitation by itself shall
not constitute a Rain Day. For purposes of the Contract Documents, a Rain Day occurs when: (ii) there is measurable rainfall occurring on a day when Work is scheduled to be performed at the Site; (ii) there is rainfall sufficiently continuous for at least a three (3) hour period; (iv) the rainfall is sufficiently severe to prevent performance of Work at the Site (rainfall is not deemed sufficiently severe to prevent Work at the Site if there are Work activities which are not materially affected by rainfall and which can be reasonably performed by the Contractor by re-sequencing Work activities); and (iv) after a Rain Day (as defined in (i), (ii) and (iii) above) has occurred, the conditions at the Site are adversely affected by rainfall so that a period of time is necessary to permit sufficient “drying out” of wet conditions at the Site sufficient to permit the continuation of Work.

8.2. Rain Days Incorporated Into Construction Schedules. Construction Schedules prepared by the Contractor shall incorporate the following Rain Days. The Contract Time shall not be subject to adjustment for unusually severe weather conditions until the number of Rain Days noted below are exceeded.

<table>
<thead>
<tr>
<th>Month</th>
<th>Rain Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>four (4)</td>
</tr>
<tr>
<td>February</td>
<td>four (4)</td>
</tr>
<tr>
<td>March</td>
<td>three (3)</td>
</tr>
<tr>
<td>April</td>
<td>two (2)</td>
</tr>
<tr>
<td>May</td>
<td>two (2)</td>
</tr>
<tr>
<td>June</td>
<td>none</td>
</tr>
<tr>
<td>July</td>
<td>none</td>
</tr>
<tr>
<td>August</td>
<td>none</td>
</tr>
<tr>
<td>September</td>
<td>none</td>
</tr>
<tr>
<td>October</td>
<td>two (2)</td>
</tr>
<tr>
<td>November</td>
<td>three (3)</td>
</tr>
<tr>
<td>December</td>
<td>four (4)</td>
</tr>
</tbody>
</table>

9. Hours and Days of Work at the Site.

9.1. Work Hours/Days. Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, except for holiday days.

9.2. Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor’s Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

9.3. Facilities/Services for District Inspector. Unless otherwise expressly provided in the Contract Documents, pursuant to Article 4.14.2 of the General Conditions, the Contractor, without adjustment of the Contract Price, shall provide, or cause to be provided, for use by the District Inspector during prosecution of the Work, the following: (i) lockable temporary office space consisting of sufficient space to accommodate Project Inspectors assigned to the Work; (ii) furniture and furnishings consisting of desks and chairs for use by Project Inspectors assigned to the Work, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute.
10. **Permits, Fees and Approvals.** In addition to permits or approvals obtained by the District for the Work, the Contractor shall obtain the following permits, approvals and other authorizations from any public agency with jurisdiction over any portion of the Work. The Contractor shall obtain the permits, approvals and/or authorizations set forth below: (i) without adjustment of the Contract Price, unless otherwise indicated below; and (ii) without adjustment of the Contract Time.

<table>
<thead>
<tr>
<th>Contractor Obtained Permit, Approval or Authorization</th>
<th>Cost Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Approval Items</td>
<td>No reimbursement to Contractor; cost included in Contract Price.</td>
</tr>
<tr>
<td>Choose an item.</td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td></td>
</tr>
</tbody>
</table>

For any off-site work requiring City or County review and/or approval, Contractor shall coordinate and schedule inspections with City or County.

11. **Construction Utilities.** The Contractor shall obtain and pay for all site utilities required to complete the Work.

12. **Use of Site.**

12.1. **Staging/Storage.** Staging/storage areas shall be restricted to areas designated in the Contract Documents for such purposes. The Contractor, without adjustment of the Contract Price or the Contract Time, shall secure and pay for the use of additional storage, staging areas, or work areas needed for operations. The Contractor and Subcontractors are responsible for following the requirements established in the Contract Documents for deliveries, storage trailers, office trailers and temporary utilities. The Contractor and Subcontractors shall coordinate material and equipment deliveries with the District and to ensure that materials can be off-loaded efficiently and that Site use operations are maintained in an orderly fashion. If any materials or equipment stored at the Site obstruct the performance of any portion of the Project or otherwise interfere with District operations or activities, these materials shall be removed and relocated by the Contractor without adjustment of the Contract Price or the Contract Time. If the Contractor fails or refuses to comply with the foregoing staging/storage requirements and limitations within a reasonable time, but not more than twenty four (24) hours after notice, the District reserves the right to take measures to comply with such requirements or limitations, with the costs of such measures being the sole responsibility of the Contractor.

12.2. **Site Logistics Plan.** Prior to commencement of Work at the Contractor, the Contractor prepare a Site Logistics Plan which include, without limitation: delivery routes, storage/staging areas, jobsite trailer locations, wash out areas, and other similar activities. The Site Logistics Plan shall: (i) take into account emergency vehicle ingress/egress; pedestrian paths of travel and disabled persons paths of travel; (ii) be subject to review and acceptance by the District; and (iii) be subject to modification during performance of the Work.

12.3. **Parking.** Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park vehicles in areas outside the Site, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be limited, restricted, eliminated or modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District’s students, staff and visitors. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.

12.4. **Prohibition on Smoking.** The District has implemented policies and practices limiting and restricting smoking on District property, including the Site. The Contractor is solely responsible
for obtaining the District's current non-smoking policy and: (i) notifying Subcontractors of the District's non-smoking policies; (ii) informing employees of the Contractor and Subcontractors of the District's non-smoking policies; (iii) posting notices at the Site summarizing the District's non-smoking policies; (iv) complying with the Laws relating to smoking limitations and restrictions; and (v) taking appropriate actions if the District’s non-smoking policies are violated or limitations/restrictions imposed by the Laws are violated, including without limitation, removal of personnel violating such policies, limitations or restrictions.

[END OF SECTION]
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with Occupants.
5. Work restrictions.

B. Related Sections:

1. Division 00 Section “Instructions to Bidders”.
2. Division 00 Section “Bid Proposal Form”.
3. Division 00 Section “Agreement Between Owner and Contractor”.
4. Division 00 Section “General Conditions”.
5. Division 01 Section “Allowances” for Allowances to be included in the Base Bid.
6. Division 01 Section “Alternates” for Alternates to the Base Bid.
7. Division 01 Section “Temporary Facilities and Controls” for limitations and procedures governing temporary use of Owner's facilities.
8. Division 01 Section “Selective Demolition”.

1.3 PROJECT INFORMATION

A. Project Identification:

Merced College - HVAC Upgrades at Various Buildings
3600 M Street
Merced, CA 95348

Architect’s Project Number: 21-12277
Owner Bid Number: 2022-05
B. Owner:

Merced Community College District
3600 M Street
Merced, CA 95348

Telephone: (559) 384-6005

Contact: Marcus Metcalf, Director of Capital Projects and Construction

C. Architect:

TETER, LLP
7535 North Palm Avenue, Suite 201
Fresno, California 93711

Telephone (559) 437-0887
Contact: James E. Hickman, Jr.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. Work includes HVAC improvements and associated electrical and roofing improvements at the following:

   a. Merced College – Merced Campus:
      1) Services Building
      2) Child Development Center
      3) Student Union
      4) Communications Building
      5) Administration Building

   b. Merced College – Los Banos Campus:
      1) Buildings A, B and B-Pod

B. The description of work above is not all-inclusive and is solely provided as a summary for the convenience of the Contractor; refer to Drawing and Specifications for extent of work.

C. Type of Contract: Project will be constructed under single prime contract.

1.5 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by the Owner.

1.6 ACCESS TO SITE
A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

E. Assume full responsibility of protection and safekeeping of Contractor's and Owner's materials stored on premises. Coordination with Inspector the location of materials stored on premises. Provide barricades, barriers and enclosures as required to ensure student and faculty safety from material stored on premises.

F. Move any stored products which interfere with operations of Owner.

G. Obtain and pay for use of additional storage or work areas needed for operations.

H. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

1.7 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or
used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated.

1. Submit a written request to the Architect for work hours outside of the indicted on-site hours; request subject to review by the Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect, and Owner not less than 2 days in advance of proposed utility interruptions.
2. Obtain Architect's, and Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect, and Owner not less than 2 days in advance of proposed disruptive operations.
2. Obtain Architect’s, and Owner’s written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. General: Specifications establish minimum quality standards for products, materials, and installation requirements unless more stringent requirements are indicated on the Drawings; Drawings establish material and product location and quantity.

1. Where requirements for materials and/or products indicated on the Drawings are not specified, provide heavy duty commercial grade products and materials.
B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements shall be complied with by Contractor unless specifically stated otherwise.

D. Drawing Content, Material and Product Identification: Materials and products are identified on Drawings by typical generic terms used in the individual Specification Sections unless materials and products are described in detail on the Drawings.

1.10 PROPOSED PROJECT SCHEDULE

A. March 9, 2022: First Advertisement
B. March 16, 2022: Second Advertisement
C. March 17, 2022 @ 10:00AM: Mandatory Pre-Bid Job Walk
D. April 11, 2022: Last day submission for RFI's
E. April 21, 2022 @ 2:00 PM: Bid Opening
F. May 10, 2022: Board Meeting – Award of Project
G. TBD: First Day of Work on Campus
H. January 17, 2023: Completion Date

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances to include the following:

1. Allowance No.1: Lump Sum Allowance, “Not to exceed” $10,000.00.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.

B. At the Architect’s request obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the work.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for change orders.
1.5 INFORMATION SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the work. Furnish templates as required to coordinate installation.

1.7 LUMP-SUM – “NOT TO EXCEED” ALLOWANCES

A. Allowance shall include cost of contractor of specified products and materials ordered by owner or selected by architect under allowance and shall include taxes, freight, and delivery to project site.

B. Unless otherwise indicated, Contractor’s cost for receiving and handling at project site, labor, installation, overhead, and profit, and similar costs related to products and materials under the allowance shall be included as part of the allowance.

C. Unused Materials: Return unused materials purchased under the allowance to owner, after installation has been completed and accepted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPERATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1 Unforeseen Conditions and Owner Directed Modifications: Include the sum of $10,000.00, Lump-Sum Not to Exceed for unforeseen conditions not addressed within the contract documents.

1. This allowance includes material cost, receiving, handling, installation, and contractor overhead and profit.
2. Prior approval and use of this Allowance by the owner is required. Lack of owner approval maybe grounds for rejection of any contractor submitted costs.
3. Contractor shall submit all material invoices for material being replaced as part of the allowance. Any portion of the allowance that is not used will be credited back to the owner in a deductive Change Order.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.

2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule of Alternates: A schedule of alternates is included in Part 3 Article “Schedule of Alternates” at the end of this Section.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Additive Alternate No. 1: All detailed and specified work on the Los Banos Campus.

1. Base Bid: All detailed and specified work on the Merced College Campus, excluding any detailed and specified work on the Los Banos Campus.
2. Additive Alternate: All detailed and specified work on the Los Banos Campus.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements for substitutions.
B. Related Sections:
   1. Division 00 Section “Instructions to Bidders” and other Division 00 Sections as applicable to substitution requests prior to submission of bids.
   2. Division 01 Section “Contract Modification Procedures” for changes to Construction Documents.”
   3. Division 01 Section “Product Requirements” for requirements for submitting comparable product submittals for products by listed manufacturers.
   4. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS
A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to the Owner.

1.4 SUBMITTALS
A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title, and Drawing numbers and titles.
   1. Substitution Request Form: Use form provided at the end of this Section.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later. Architect will not act on any Post-Bid Substitutions until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”

a. Forms of Acceptance:

1) Substitutions Prior to Bid: Addenda will be issued for substitutions accepted prior to bid.
2) Substitutions After Award of Contract: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions Prior to Bid: Architect will consider requests for substitution if received within 21 days prior to the submission of bids. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider bidder’s request for substitution when the following conditions are satisfied.

a. Substitutions prior to bid shall also be subject to the requirements of applicable Division 00 Specification Sections.

b. Substitutions prior to bid shall comply with the requirements for Substitutions for Cause or Substitutions for Convenience as applicable.

2. Substitutions requested by bidders during the bidding period, and accepted by Addendum prior to award of the Contract, are considered as included in the Contract Documents.

B. Substitutions After Award of Contract: The Contractor after award of the Contract, as allowed by the General Conditions, may submit materials and methods to be considered for substitutions.

1. The following are not considered to be substitutions:

a. Revisions to the Contract Documents requested by the Owner or Architect.

b. Specified options of products and construction methods included in the Contract Documents.
c. The Contractor's compliance with governing regulations and orders issued by governing authorities.

C. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.

g. Requested substitution is compatible with other portions of the Work.

h. Requested substitution has been coordinated with other portions of the Work.

i. Requested substitution provides specified warranty.

j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

(Substitution Request Form included on the following page)
SUBSTITUTION REQUEST FORM

FOR: (Bid# 2202-05) MCCD – HVAC Upgrades at Various Buildings

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION | PARAGRAPH | SPECIFIED ITEM

Proposed Substitution:

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proposed installation.

Fill in the blanks below:

A. Does the substitution affect dimension on Drawings:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What affect does substitution have on other trades?

D. Difference between proposed substitution and specified item?

E. Manufacturer’s guarantees of the proposed and specified items are:
   _______ Same _______ Different (explain on attachment)

F. Cost difference between proposed substitution and specified item - savings to Owner?

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item and will be at no additional cost to the Owner.

Submitted to the Architect by:

Signature: ___________________________ For Use by Design Consultant

Firm: ___________________________
Address: ___________________________
Date: ___________________________
Telephone: ___________________________
Remarks: ___________________________

Accepted
Accepted as Noted
Not Accepted
Received Too Late
SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications including the following:

1. Governing Agency requirements.
2. Architect’s Supplemental Instructions.
5. Change Orders.

B. Related Requirements:

1. Division 00 Sections as applicable to contract requirements and modifications.
2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 DEFINITIONS

A. Contract Modification: A change to the Contract Agreement between the Owner and the Contractor affecting the Contract Documents, the Contract Time, and/or the Contract Amount.

B. Change Order (CO): A document defining Contract Modifications. Change Orders shall be issued by the Architect and shall be signed by the Architect, Owner, and Contractor.

C. Construction Change Document (CCD): A form required by DSA for documentation of changes to the DSA approved Construction Documents.

D. Architect’s Change Directive (ACD): A form utilized by the Architect directing the Contractor to proceed with a change that may or may not require DSA approval.

E. Architect’s Supplemental Instruction (ASI): For minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time, the Architect will issue Architect’s Supplemental Instructions authorizing such changes.
1.4 CHANGES TO GOVERNING AGENCY APPROVED CONSTRUCTION DOCUMENTS

A. Governing Agency Review and Approval: Changes to the Construction Documents are subject to review and approval by the authorities having jurisdiction.

1.5 ARCHITECT’S SUPPLEMENTAL INSTRUCTION

A. Architect’s Supplemental Instruction (ASI): For minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time, the Architect will issue Architect’s Supplemental Instructions authorizing such changes.

1. Architect’s Supplemental Instructions affecting changes to the Construction Documents shall be subject to governing agency review and approval, and shall be accompanied by appropriate CCD documentation.

2. Contractor’s Response:
   a. Contractor shall perform the work indicated in the Architect’s Supplemental Instruction without adjustment to the Contract Sum or the Contract Time.
   b. If the Contractor determines that an adjustment to the Contract Sum or the Contract Time is necessary due to the Architect’s Supplemental Instruction, the Contractor shall respond to the Architect’s Supplemental Instruction as if it were an Architect/Owner initiated Proposal Request.

1.6 ARCHITECT’S CHANGE DIRECTIVE


1. Architect’s Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

2. Architect’s Change Directives affecting structural, fire/life safety, and/or access compliance shall be accompanied by appropriate approved CCD documentation.

3. Architect’s Change Directive shall be issued by the Architect and shall be signed by the Architect.

B. Documentation by Contractor: Maintain detailed records on a time and material basis of work required by the Architect’s Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 PROPOSAL REQUESTS

A. General: Proposal Requests allow the Contractor to respond to proposed changes in the Work that involve an adjustment to the Contract Sum or the Contract Time. Proposal Requests are not instructions to stop work in progress or execute proposed
changes. Upon Owner’s approval of a Proposal Request, Architect will issue a Change Order instructing the Contractor to proceed with the proposed changes (Refer to Part 1 Article “Change Order Procedures”).

B. Architect/Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Contractor’s Response: Within time specified in Proposal Request, or not more than 7 days after receipt of Proposal Request when not otherwise specified, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   e. Quotation Form: Use forms acceptable to Architect.

C. Contractor-Initiated Proposals: If conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect. Architect will not act on any Contractor Initiated Proposals until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section “Substitution Procedures” if the proposed change requires substitution of one product or system for product or system specified.

D. Architect’s Response: Within 7 days after receipt of Contractor’s response to Architect/Owner initiated Proposal Request or Contractor’s Proposal, Architect will:
1. Issue a Change Order for accepted proposals.
2. Notify the Contractor of unaccepted proposals.
3. Issue an Architect’s Change Directive where changes are necessary for the progress of the Work and changes to the Contract Sum and the Contract Time are in dispute.

1.8 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Division 01 Section "Allowances" (if applicable) for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.9 CHANGE ORDER PROCEDURES

A. On Owner’s approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form provided by Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for preparation, submittal and response to Contractor's Request for Information (RFI's) during construction of project.

1.3 DEFINITIONS

A. RFI, Request for Information: Request from Contractor seeking information required by or clarification of the Contract Documents.

1.4 SUBMITTALS

A. RFI Submittals: Submit RFI’s via email as PDF electronic files; include attachments in PDF electronic file format.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor’s suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor’s signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
   a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Form: Use RFI form included at end of this Section or form acceptable to Architect. Upon request from the Contractor, the form at the end of this section will be made available in WORD format from the Architect.

D. Architect’s Action: Architect will review each RFI, determine action required, and respond.

1. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
2. Architect will not act on any RFI's until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”
3. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor’s means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.

4. Architect’s action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
5. Architect’s action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section “Contract Modification Procedures.”
a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

6. Distribution: The Architect shall distribute one electronic copy of each completed RFI review to the Contractor and the Owner.

E. Regulatory Requirements: Architect's responses that modify the Contract Documents affecting Structural Safety, Fire and Life Safety, and/or Access Compliance shall be submitted to the Division of the State Architect for review and approval.

1. Changes to DSA approved Construction Documents shall be as specified in Division 01 Section “Contract Modification Procedures.”

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the sequential RFI number. Submit log weekly unless otherwise directed in writing by Architect. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 7 days if Contractor disagrees with response.

H. Contractor's Expense for RFI's: Architect will review and respond to legitimate RFI's at no additional cost to the Contractor. RFI's determined by the Architect to be flagrant or unnecessary will have the expense for the Architect's time paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect’s standard hourly rate schedule in effect at the time the work is performed with a minimum of one hour for each flagrant or unnecessary RFI.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(REQUEST FOR INFORMATION form included on the following page)
REQUEST FOR INFORMATION

Project:  
**Merced College – HVAC Upgrades**  
TETER Project No. 21-12277  
3600 M Street  
Merced, CA, 95348

From:  
Name  
Company Name

To:  
James E Hickman, Jr.  
TETER  
7535 N. Palm Ave, Ste. 201  
Fresno, CA 93711

Client Project No. 2022-05  
Date:  
Request for Information No. ______

□ Deviation from Contract Docs  
□ Correction of Non-Compliant Work

DSA File No. N/A  
DSA Appl No. N/A

Drawing:_______________  
Detail No.______________

Specification:___________  
Addendum:_____________

Respond by:  
Priority  
(Low) 1  2  3  4  5 (High)

Subject:  

Information Requested:

Contractor’s Recommendation:

Probable Cost Effect: _______________  
Probable Time Effect: _______________

Architect’s Response:

Disclaimer  
The work shall be carried out in accordance with the above supplemental instructions pursuant the Contract Documents, without change in the Contract Sum or Contract Time. Proceeding with the Work, according to these instructions, indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time. If the Contractor considers that this response requires a change in the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an item proposal.
SECTION 012900
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.

   a. Architect will not act on any RFI’s, Post-Bid Substitutions, and/or changes to the project scope, cost, or schedule until 7 days following the submission of the Schedule of Values.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

   1. Identification: Include the following Project identification on the schedule of values:

      a. Project name and location.
      b. Name of Architect.
      c. Architect’s project number.
      d. Contractor’s name and address.
      e. Date of submittal.

   2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

      a. Related Specification Section or Division.
      b. Description of the Work.
      c. Name of subcontractor.
      d. Name of manufacturer or fabricator.
      e. Name of supplier.
      f. Change Orders (numbers) that affect value.
      g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

         1) Labor.
         2) Materials.
         3) Equipment.


      a. Include separate line items under Contractor and principal subcontractors for project closeout requirements in an amount totaling 5 percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment application shall be as indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. If dates and periods are not indicated in the Agreement between Owner and Contractor at time of bidding, the date for Application for Payment shall be established by the Owner to correspond with the Owner's administrative procedures in order to allow for processing and approval of Application for Payment. The period of construction work covered by each Application for Payment shall be one month.

2. Submit draft copy of Application for Payment 7 days prior to due date for review by Architect.

C. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor’s construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Materials previously stored and included in previous Applications for Payment.
   b. Work completed for this Application utilizing previously stored materials.
   c. Additional materials stored with this Application.
   d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit 6 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic’s Lien: With each Application for Payment, submit waivers of mechanic’s liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor’s construction schedule (preliminary if not final).
4. Submittal schedule (preliminary if not final).
5. List of Contractor’s staff assignments.
7. Initial progress report.

I. Application for Payment at Substantial Completion: After issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portions of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Updated final statement, accounting for final changes to the Contract Sum.
3. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.

B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 SUBMITTALS

A. List of Key Personnel Names: Within 14 calendar days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

B. Coordination Drawings:

1. Initial Submittal: Submit 3 printed copies of each coordination drawing for each condition where Coordination Drawings are required.
2. Project Closeout:
a. Submit 3 printed “Record” copies of each coordination drawing for each condition where Coordination Drawings are required.

b. Submit “Record” electronic coordination drawing files.

1.4 COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if 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 to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor’s construction schedule.

2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.

5. Progress meetings.

6. Preinstallation conferences.

7. Startup and adjustment of systems.

8. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner’s property.
PART 2 - PRODUCTS

2.1 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity. Coordination Drawings shall include the work of multiple trades on the same drawing. Prepare Coordination Drawings in addition to Shop Drawings required in individual Sections.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
   a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
   b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
   c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
   e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
   f. Indicate required installation sequences.
   g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawings, Required: Coordination drawings shall include plans, elevations, sections, and details of the Work for each trade as required to adequately represent the work. Clearly indicate and identify conflicts between components for review by Architect. Provide Coordination Drawings as follows:

1. Overhead Work and Work Above Finished Ceilings: Include subframing for support of ceiling and wall systems, conduit and piping runs, plumbing, mechanical, and electrical equipment, and related Work. Locate components to accommodate layout of light fixtures indicated on Drawings. Show the work of each trade including, but not limited to, pipe runs, mechanical ductwork, cable trays, conduit runs, and bracing and supports.
a. Indicate locations of all dampers, valves, cleanouts and other devices requiring human access for maintenance and repair. Where access panels are required, show locations and indicate size.
b. Show the height above finish floor each item, demonstrating sufficient space for installation and maintenance. Indicate sizes of ducts, piping and similar items.
c. Layout of work shall be done in such a manner to avoid conflicts between the work of different trades, finish ceiling heights, soffits, light fixtures or other finish work at ceilings and soffits.
d. Should unavoidable conflicts occur that affect finish ceiling and soffit heights, methods of installations, methods of construction or means of accessibility, the contractor shall clearly identify each location for review by the Architect.

2. Equipment Rooms and Outdoor Service Yards: Show work above and below grade including mechanical, plumbing, fire protection, fire alarm, and electrical equipment, and related supports, accessories, and utility connections. Include the following information:

   a. Equipment: Show equipment and locations, utility connections, and working and service clearances.
   b. Utilities: Show above and below grade utilities; indicate heights and below grade elevations, sizes of piping and conduit, dimensions between utilities and between utilities and other obstructions including concrete footings for other work. Show locations of all shut-off and isolation valves, cleanouts, filters, and other devices requiring human access for maintenance and repair.
   c. Enclosures: Show limits of enclosure including walls, doors, fences, and gates; confirm door and gate access width for equipment.
   d. Dimensions: Indicate dimensions as appropriate to insure adequate clearance will be provided for installation, service, and operation of equipment; include horizontal and vertical dimensions between utilities to insure clearance for installation of utilities. Include vertical dimension(s) of equipment and distances to overhead obstructions where applicable.

3. Roof Mounted Equipment: Show equipment that will be located on the roof, include the following:

   a. Equipment locations and horizontal distances between equipment.
   b. Locations of roof penetrations, sizes of penetrations, and indicate the horizontal distance between penetrations and roof mounted equipment.
   c. Pipe and conduit runs including locations and type(s) of supports.
   d. Distance between all roof mounted equipment and roof drainage features. Equipment shall be located so as to not obstruct roof drainage; provide at least 24 inches between equipment platforms and valleys formed by the intersection of roof planes and crickets.

4. Underground Site Utilities and Utilities Below Slabs on Grade within Building Areas: Where underground utilities cross other utilities, penetrate footings, underground structures or other obstructions; show the work that will be placed underground; include the following information:
a. Indicate types and sizes of utility piping and elevations below grade.
b. Show footings and other underground structures; where unavoidable conflicts occur between underground structures/footings and utilities, indicate depths below grade and clearly identify locations for sleeving for review by Architect.

C. Preparation: Prepare coordination drawings electronically using same digital data software program, version, and operating system as the Architect’s original Drawings (DWG files).

1. Submittal Format:
   a. Electronic Format: Submit electronic drawing files using Portable Data File (PDF) format.
   b. Printed Format: Submit plotted drawings on opaque bond paper not of at least 8.5 inches by 11 inches and not larger than 24 inches by 36 inches.

2. Architect will furnish Contractor digital data files of base drawings as appropriate for use in preparing coordination digital data files.
   a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to the Drawings.
   b. Digital Data Software Program: The Drawings are available in DWG format.
   c. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.

D. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor’s responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.

E. Resolution of conflicts occurring in the Work after Coordination Drawings have been prepared shall be the responsibility of the Contractor. Contractor shall bear all costs associated with resolution of conflicts including additional contract time, architectural and engineering services fees, and loss of use to the Owner.

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. Examination of Conditions: Require the Installer of each major component to examine both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for project meetings, including, but not limited to, the following:

1. Preconstruction conferences.
2. Preinstallation conferences.
3. Progress meetings.
4. Project Closeout Conference.

B. Related requirements include but are not limited to the following:

1. Division 01 Sections as applicable to project management.

1.3 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference: Schedule a preconstruction conference before starting construction at the project site, at a time convenient to the Owner, Inspector of Record, and the Architect, but no later than 14 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Owner and Architect to conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent shall attend the conference. Major subcontractors and other concerned parties shall be invited to attend the conference, but attendance is not mandatory. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect progress, including but not limited to the following:

1. Tentative construction schedule.
2. Critical work sequencing and long-lead items.
3. Designation of key personnel and their duties.
4. Lines of communication.
5. Procedures for processing field decisions and Change Orders.
6. Procedures for processing Applications for Payment.
7. Procedures for RFI's.
8. Procedures for testing and inspection.
10. Sustainability requirements including construction waste management and disposal.
11. Preparation of record documents.
12. Use of the premises.
13. Work restrictions and working hours.
14. Temporary facilities and controls.
15. Parking availability.
16. Office, work, and storage areas.
17. Equipment deliveries and priorities.
18. Safety procedures and first aid.
20. Housekeeping.
21. Owner's alcohol, drug and tobacco policy.

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

1.4 PREINSTALLATION CONFERENCES

A. Preinstallation Conferences: Conduct a preinstallation conference at the Project Site before each construction activity that requires coordination with other construction.

B. Attendees: Installers and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner, Inspector of Record, and Architect of scheduled meeting dates.

C. Agenda: Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for the following:

2. Options.
3. Related RFI’s, Proposal Requests, and Change Orders.
4. Purchases.
5. Deliveries.
7. Sustainability requirements.
8. Possible conflicts.
10. Time schedules.
12. Manufacturer's written instructions.
13. Warranty requirements.
15. Acceptability of substrates.
16. Temporary facilities.
17. Space and access limitations.
18. Regulations of authorities having jurisdiction.
20. Testing and inspecting requirements.
22. Recording requirements.
23. Protection.
24. Record significant conference discussions, agreements, disagreements, including corrective measures and actions.
25. Promptly distribute minutes of the meeting to each party present and to other parties requiring information, including the Owner and the Architect.
26. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

1.5 PROGRESS MEETINGS

A. Progress Meetings: Conduct progress meetings at the Project Site at regular intervals to be established by the Architect, Inspector of Record, Contractor, and Owner.

1. Coordinate dates of meetings with preparation of the payment request.

B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project. Review proposed percentages of work completed for current months progress payment.

1. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
2. Review the present and future needs of each entity present, including the following:
   
a. Interface requirements.
b. Sequence of operation.
c. Status of submittals.
d. Status of Sustainability documentation.
e. Deliveries.
f. Off-site fabrication.
g. Access.
h. Site utilization.
i. Temporary facilities and services.
j. Status of correction of deficient items.
k. Field observations.
l. Status of RFI's, Proposal Requests, and Change Orders.
m. Progress cleaning.
n. Quality and work standards.
o. Documentation of information for payment requests.
p. Request for Information

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

E. Schedule Updating: Revise the Contractor’s Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule to the Owner, the Architect, and all other parties involved in the project. Failure to revise and keep current the Contractor’s construction schedule may be grounds for returning Application for Payment unreviewed.

1.6 PROJECT CLOSEOUT CONFERENCE

A. Project Closeout Conference: Conduct a project closeout conference, at a time convenient to Owner and Architect, but not less than 90 days prior to the scheduled date of Substantial Completion. Conduct the conference to review requirements and responsibilities related to Project closeout.

B. Attendees: Authorized representatives of Owner, Architect and their consultants; Contractor and its superintendent. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

1. Preparation of record documents.
2. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
3. Submittal of written warranties.
4. Requirements for completing Sustainability documentation.
5. Requirements for preparing operations and maintenance data.
6. Requirements for delivery of material samples, attic stock, and spare parts.
7. Requirements for demonstration and training.
8. Preparation of Contractor's punch list.
9. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
10. Submittal procedures.
11. Responsibility for removing temporary facilities and controls.

D. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Inspector of Record, and Architect, within three days of the meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Special reports.

B. Related Sections include but are not limited to the following:

1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
2. Division 01 Section "Quality and Testing Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Milestone: An activity, which occurs in an instant and thus has no time duration, a key or critical point in time for reference or measurement.

1.4 SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit electronic copy of schedule labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section “Project Meetings.” Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Discuss constraints, including phasing, work stages, area separations, interim milestones and partial Owner occupancy.
2. Review submittal requirements and procedures.
3. Review time required for review of submittals and resubmittals.
4. Review requirements for tests and inspections by independent testing and inspecting agencies.
5. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
6. Review and finalize list of construction activities to be included in schedule.
7. Review procedures for updating schedule.
1.6 COORDINATION

A. Coordinate preparation and processing of schedules with performance of construction activities and with scheduling of separate contractors.

B. Coordinate Contractor's construction schedule with the submittal schedule and other required schedules.

   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
   4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
   5. Completion: Indicate completion in advance of date established for completion, and allow time for Architect's administrative procedures necessary for certification of completion.
   6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

   1. Phasing: Arrange list of activities on schedule by phase or sequence.
   2. Work Restrictions: Show the effect of the following items on the schedule:
a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
g. Seasonal variations.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Submittals.
b. Purchases.
c. Fabrication.
d. Deliveries.
e. Installation.
f. Tests and inspections.
g. Adjusting.
h. Startup and placement into final use and operation.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR’S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.
B. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
   a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.

3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
   a. Preparation and processing of submittals.
   b. Mobilization and demobilization.
   c. Purchase of materials.
   d. Delivery.
   e. Fabrication.
   f. Utility interruptions.
   g. Installation.
   h. Work by Owner that may affect or be affected by Contractor's activities.
   i. Testing
   j. Commissioning.
   k. Punch list and final completion.
   l. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
5. Changes in the critical path.
6. Changes in total float or slack time.

2.3 SPECIAL REPORTS

A. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At progress meetings, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, Inspector of Record, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
3. Cost for multiple resubmittals.

B. Related Sections:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 01 Section "Project Management and Coordination" for submitting coordination drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Division 01 Section "Quality and Testing Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
5. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
6. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Division 01 Section "Project Record Drawings" for submitting record Drawings.
8. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit as a submittal, a list of submittals arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor’s construction schedule.
   
   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
   
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Name of subcontractor.
   d. Description of the Work covered.
   e. Scheduled date for Architect’s final release or approval.
   f. Scheduled dates for purchasing.
   g. Scheduled date of fabrication.
   h. Scheduled dates for installation.
   i. Activity or event number.

1.4 SUBMITTAL FORMAT AND PROCEDURES

A. General: Prepare and submit submittals required by individual Specification Sections.

1. Architect will not review submittals received from Contractor that do not have Contractor’s review and approval.

2. Architect will not review submittals received from sources other than the Contractor.

B. Electronic Digital Submittals: Prepare submittals as PDF package unless otherwise indicated, incorporate complete information into each PDF file, name PDF file with submittal number, and transmit submittal package to Architect via email.

1. Paper Submittals: Where paper submittals are requested, necessary, or required in lieu of electronic submittals, prepare submittals in paper form and deliver to Architect. Transmit each paper submittal using transmittal form. Comply with the following:

   a. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
   b. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor’s review and approval markings and action taken by Architect.
   c. Number of Copies: Submit not less than three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
d. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

C. Submittal Cover Page Information: Include the following information on the submittal cover page for each submittal:

1. Project name.
2. Date.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
9. Drawing number and detail references, as appropriate.
10. Indication of full or partial submittal.
11. Location(s) where product is to be installed, as appropriate.
12. Other necessary identification.
14. Signature of transmitter.
15. Contractor’s review/approval stamp of size required by contractor, approximately 3 inches by 3 inches, on or beside title block to record Contractor’s review and approval.
16. Space for Architect’s review stamp of not less than 4 inches wide by 3-1/2 inches high on or beside title block to record Architect’s review stamp and action taken by Architect.

D. Product Options:

2. Clearly identify product options required to comply with the Contract Documents.

E. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

F. Field Conditions: Indicate field conditions where applicable to the work associated with the submittal.
G. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate timing of submitting submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review related submittals concurrently for coordination.
   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

H. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 calendar days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
   a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with acceptable notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams that show factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.

f. Relationship and attachment to adjoining construction clearly indicated.

g. Seal and signature of professional engineer if specified.

2. Drawing Sheet Size: Except for templates, patterns, and similar full-size Drawings, prepare Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in PDF format unless otherwise indicated.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.

3. Submit samples in PDF format unless physical samples are required.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of
repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.


H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers' names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.6 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file(s) of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR’S REVIEW

A. Contractor’s Review of Submittals: Contractor shall review each submittal and check for completeness, coordination with other Work of the Contract, and compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor’s Approval: Indicate Contractor’s approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor’s review and approval.

2. Contractor’s approval shall certify the following actions by the Contractor:
   a. Field measurements have been determined, verified, and indicated on submittal.
   b. Field conditions have been verified and coordinated with Work associated with the submittal.
   c. The Work associated with the submittal is in conformance with the Contract Documents.
   d. Work being performed by various subcontractors and trades is coordinated with Work associated with the submittal including work being performed by others for the Owner.
   e. Deviations from the Contract Documents are identified and notes.

1.8 ARCHITECT’S REVIEW

A. Architect’s Review and Action: Architect will review each submittal, indicate corrections or revisions required, mark with an action stamp indicating one of the following actions, and return it.

1. Reviewed: Final unrestricted release, work may proceed, provided it complies with the Contract Documents.

2. Furnish as Corrected: Final but restricted release, work may proceed, provided written confirmation is delivered to Architect by Contractor that installed work complied with notations and corrections on submittal and with Contract Documents.
3. Revise and Resubmit: Returned for resubmittal, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.

4.Rejected: Submittal content varies from the Contract Documents and is not acceptable for use on the Project, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.

B. Non-conforming Submittals: The following are considered non-confirming submittals and will not be reviewed by the Architect.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
2. Architect will not review submittals received from sources other than the Contractor.
3. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
4. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

C. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

1.9 COST FOR MULTIPLE RESUBMITTALS

A. Contractor's initial submittal and one resubmittal are included in the Architect's Construction Administration services to the Owner. Architect's services for review of subsequent resubmittals will be charged to the Owner at the Architect's current billing rate, and the Owner will deduct the charges from the Contract Amount by a change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control including but not limited to the following:

1. General quality requirements.
2. Reports and documents.
3. Contractor’s responsibilities in regard to testing and inspections.
4. Inspector of Record (IOR).
5. Testing Agency.
6. Governing agency testing and inspection requirements.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor’s other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 5 previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Reports shall be prepared by the person performing the testing and inspecting. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer’s Technical Representative’s Field Reports: Provide written report documenting tests and inspections specified in other Sections. Reports shall be prepared by Manufacturer’s technical representative performing the testing and inspecting. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative’s Reports: Provide written report documenting tests and inspections specified in other Sections. Reports shall be prepared by Factory-authorized service representative performing the testing and inspecting. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.
D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally licensed to practice in the state where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 INSPECTOR OF RECORD

A. General: Owner will employ an Inspector of Record (IOR) for continuous inspection of the Work.

B. Qualifications for Inspector of Record: Qualifications for the Inspector of Record shall be as stated in the California Code of Regulations, Title 24, Part 1, 2019 California Administrative Code, Section 4-333.1.

C. Duties of the Inspector of Record: Duties of the Inspector of Record shall be as stated in the California Code of Regulations, Title 24, Part 1, 2019 California Administrative Code, Sections 4-333(b) and 4-342, and include the following:

1. Provide continuous inspection of the work.
2. Maintain files and records of approved plans and specifications including addenda and change orders.
3. Notify the Inspector of Record at the following times:
   a. At the start of construction of the project or restart of construction if work has suspended for a period of 2 or more weeks.
   b. At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
   c. At least 48 hours in advance of the first placement of foundation concrete and 24 hours in advance of any subsequent or significant concrete placement.
d. When all work on the project has been suspended for a period of more than 2 weeks.

4. Prepare and maintain records of certain phases of construction including but not limited to the following:
   a. Concrete placing operations. Show date and time of placing concrete and the time and date of removal of forms in each portion of the structure.
   b. Welding operations. The record shall include identification marks of welders, lists of defective welds, and manner of correction of defects.

5. Notify the Contractor, in writing, of any deviations from the approved construction documents.

1.8 TESTING AGENCY

A. General: Where quality-control services are indicated as Owner’s responsibility, Owner will engage a qualified testing agency to conduct tests and inspections required by authorities having jurisdiction. Testing agency shall be acceptable to Architect and the Division of the State Architect. Requirements for tests and testing agency shall be as stated in the California Code of Regulations, Title 24, Part 1, 2019 California Administrative Code, Section 4-335.

1. Costs for testing agency services will be paid by the Owner.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be paid by the Owner and the amount will be deducted from the Contract Sum by Change Order.


1. Perform testing as required by the Contract Documents.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Taking all test specimens.
4. Prepare written reports of tests and inspections, and submit reports of each test, inspection, and similar quality-control service to Architect, Division of the State Architect, and Contractor.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
7. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
8. Retesting and reinspecting corrected work.
9. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
10. Do not perform any duties of Contractor.

1.9 CONTRACTOR REQUIREMENTS

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

7. Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

a. Access to the Work.

b. Incidental labor and facilities necessary to facilitate tests and inspections.

c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

d. Facilities for storage and field curing of test samples.

e. Preliminary design mix proposed for use for material mixes that require control by testing agency.

f. Security and protection for samples and for testing and inspecting equipment at Project site.

8. Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

a. Schedule times for tests, inspections, obtaining samples, and similar activities.
B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section “Submittal Procedures.”

C. Manufacturer’s Technical Services: Where indicated, engage a manufacturer’s technical representative to observe and inspect the Work. Manufacturer’s technical representative’s services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

1.10 TESTS AND INSPECTIONS

A. Structural Tests and Inspections shall be as specified in Division 02 through 33 Sections for specific materials and equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect’s reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section “Execution.”

B. Protect construction exposed by or for quality-control service activities.
C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract. Architect's approval does not release the Contractor from the responsibility to fulfill Contract requirements.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and
effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
16. AIA - American Institute of Architects (The); www.aia.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFDA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. EIA - Electronic Industries Alliance; (See TIA).
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
90. GS - Green Seal; www.greenseal.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
120. LPI - Laminating Materials Association; (See CPA).
122. MCA - Metal Construction Association; www.metalconstruction.org.
130. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
131. NCMA - National Concrete Masonry Association; www.ncma.org.
133. NECA - National Electrical Contractors Association; www.necanet.org.
134. NFHS - National Federation of State High School Associations; www.nfhs.org.
136. NFPA - NFPA International; (See NFPA).
139. NLGA - National Lumber Grades Authority; www.nlga.org.
140. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NRCA - National Roofing Contractors Association; www.nrca.net.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. PCI - Precast/Prestressed Concrete Institute; www pci.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFIA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
2. Division 01 Section "Fire Safety During Construction" for fire safety requirements during construction.
3. Division 07 Sections as applicable to roofing for temporary roofing requirements.

1.3 USE CHARGES

A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service from Existing System: Water from Owner's existing water system is available for use; provide connections and extensions of services as required for construction operations.

1. Water service is available for use without metering and without payment of use charges.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use; provide connections and extensions of services as required for construction operations.

1. Electric power service is available for use without metering and without payment of use charges.
1.4 SUBMITTALS
A. Erosion and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
   1. Comply with submittal requirements of Division 31 through 33 Sections as applicable for temporary erosion and sedimentation control plans.

1.5 QUALITY ASSURANCE
A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 REGULATORY REQUIREMENTS
A. Regulatory Requirements: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
   1. California Code of Regulations, Title 24, California Code requirements as applicable to the project.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, fire department, and rescue squad rules.
   5. Environmental protection regulations.

1.7 PROJECT CONDITIONS
A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Materials for temporary facilities shall be acceptable to Architect, Owner, and Authorities having Jurisdiction (AHJ), shall be appropriate for intended use, and shall comply with governing codes and regulations.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts. Provide concrete or galvanized-steel bases for supporting posts.

C. Fencing Windscreen: Polyester fabric scrim with grommets for attachment to chain link fence, size and color as acceptable to, or required by, authorities having jurisdiction.

D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY STORAGE FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

    1. Store combustible materials apart from buildings.

2.3 TEMPORARY SANITARY FACILITIES

A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use by construction and related administrative personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Temporary toilets shall be self-contained, single-occupant units of the chemical, aerated recirculation type; provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Use of Owner’s sanitary facilities is not permitted.

    1. Accessible Sanitary Facilities: Sanitary facilities serving support facilities such as offices, meeting rooms, plan rooms, and serving personnel not directly associated with the actual processes of construction shall be accessible for a person using a wheelchair and shall comply with CBC Section 11B-213 (Ref. CBC 11B-201.4).

2.4 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas heaters with individual space thermostatic control.
   1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
   3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section “Closeout Procedures.”

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL
   A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

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

3.3 TEMPORARY UTILITIES AND BUILDING HVAC
   A. General: Install temporary service or connect to existing service.
      1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
   B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
      1. Connect temporary sewers to private or municipal system as indicated on Drawings and as directed by authorities having jurisdiction.
C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
   1. Existing Water Service: Where connection to Owner’s existing water service is available and allowed, clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
   1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
   1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
      a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
      b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
   2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
   3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
   1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Where temporary power service is required, install electric power service overhead unless otherwise indicated.

2. Where Owner's existing power service is available, connect temporary service to Owner's existing power source, as directed by Owner, maintain equipment in a condition acceptable to Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

I. Telephone Service: Provide temporary telephone service of sufficient size, capacity, and power characteristics required for construction operations in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment for each field office.

   1. Post a list of important telephone numbers at a conspicuous location, include the following:

      a. Police and fire departments.
      b. Ambulance service.
      c. Contractor's home office.
      d. Contractor's emergency after-hours telephone number.
      e. Architect's office.
      f. Engineers' offices.
      g. Owner's office.
      h. Principal subcontractors' field and home offices.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Locate storage containers, and other temporary construction and support facilities for easy access in the areas designated and approved by the Architect and Owner. Comply with the following:

   1. Do not locate temporary offices, shops, and sheds within 30 feet of building lines.
   2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Parking areas for construction personnel shall be at location(s) as directed by Owner.
D. Dewatering: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Project Address Sign: Provide temporary project address sign as required by Authority having Jurisdiction.
3. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
   a. Provide temporary, directional signs for construction personnel and visitors.
4. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations.

1. Comply with requirements of the following:
   a. Authorities having jurisdiction.
   b. Division 01 Section "Execution" for progress cleaning.
   c. Division 01 Section "Construction Waste Management and Disposal."

2. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements erosion and sedimentation-control Drawings, EPA Construction General Permit, or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree or plant-protection zones.
2. Inspect, repair, and maintain erosion and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

G. Security Enclosure Fence and Lockup: Before construction operations begin, furnish and install project enclosure fence in a manner that will prevent people and animals from easily entering the site except by entrance gates. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
   1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

A. General: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
   1. Protect porous materials from water damage.
   2. Protect stored and installed material from flowing or standing water.
   3. Keep porous and organic materials from coming into prolonged contact with concrete.
   4. Remove standing water from decks.
   5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
   1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
   2. Keep interior spaces reasonably clean and protected from water damage.
   3. Periodically collect and remove waste containing cellulose or other organic matter.
   4. Discard or replace water-damaged material.
   5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
   a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
   b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
   c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section “Closeout Procedures.”

END OF SECTION
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for fire safety during construction and demolition.

B. Related Sections:
   1. Division 01 Section "Temporary Facilities and Controls" for additional facilities, requirements, and procedures required during construction.

1.3 SUBMITTALS

A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 REGULATORY REQUIREMENTS

A. Regulatory Requirements: Comply with applicable provisions of the following:
   1. NFPA 241.
   2. California Fire Code, 2019 Edition, Chapter 33 “Fire Safety During Construction and Demolition” and the 2019 Editions of the following California Codes as Referenced by the California Fire Code:
      b. California Mechanical Code (CMC).
      d. California Electrical Code (CEC).

B. Temporary Heating Equipment (CFC 3303):
   1. General: Temporary heating devices shall be listed and labeled in accordance with the California Mechanical Code. Installation, maintenance and use of temporary heating devices shall be in accordance with the terms of the listing.

3. Refueling: Refueling operations for liquid fueled equipment or appliances shall be conducted in accordance with the California Fire Code, Section 5705. The equipment or appliance shall be allowed to cool prior to refueling.

4. Installation: Clearance to combustibles from temporary heating devices shall be maintained in accordance with the labeled equipment. When in operation, temporary heating devices shall be fixed in place and protected from damage, dislodgement or overturning in accordance with the manufacturer’s instructions.

5. Supervision: The use of temporary heating devices shall be supervised and maintained only by competent personnel.

6. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

C. Precautions Against Fire (CFC 3304):

1. Smoking: Smoking shall not be allowed on the project site.

2. Combustible Debris, Rubbish and Waste:
   a. Combustible debris, rubbish and waste shall not be accumulated within buildings.
   b. Combustible debris, rubbish and waste material shall be removed from buildings at the end of each shift of work.
   c. Rubbish containers with a capacity exceeding 5.33 cubic feet (40 gallons) used for temporary storage of combustible debris, rubbish and waste materials, shall have tight fitting or self-closing lids. Such containers shall be constructed entirely of materials that are non-combustible or materials that meet a peak rate of heat release not exceeding 300 kW/m² when tested in accordance with ASTM E 1354 at an incident heat flux of 50 kW/m² in the horizontal orientation.
   d. Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container.

3. Burning: Burning of materials shall not be allowed on the project site.

4. Fire Watch: Where required by the fire code official, a fire watch shall be provided for building demolition and for building construction during working hours that is hazardous in nature, such as temporary heating or hot work.
   a. Trained personnel shall be provided to serve as an on-site fire watch. Fire watch personnel shall be provided with not less than one approved means for notification of the fire department, and the sole duty of such personnel shall be to perform constant patrols and watch for the occurrence of fire. The combination of fire watch duties and site security is acceptable. Fire watch personnel shall be trained in the use of portable fire extinguishers.
   b. The fire watch personnel shall keep a record of all time periods of duty, including a log entry each time the site was patrolled, and each time a structure under construction was entered and inspected. The records and log entries shall be made available for review by the fire code official upon request.
5. Cutting and Welding: Welding, cutting, open torches, and other hot work operations and equipment shall comply with California Fire Code, Chapter 35 “Welding and Other Hot Work.’

6. Temporary Wiring for Electrical Power: Temporary wiring for electrical power and lighting installations used in connection with the construction, alteration or demolition of buildings, structures, equipment or similar activities shall comply with the California Electrical Code.

D. Flammable and Combustible Liquids (CFC 3305):

1. Storage of Flammable and Combustible Liquids: Storage of flammable and combustible liquids shall be in accordance with the California Fire Code, Section 5704.

2. Class I and Class II Liquids: Storage, use, and handling of flammable and combustible liquids at construction sites shall be in accordance with the California Fire Code, Section 5706.2. Ventilation shall be provided for operations involving the application of materials containing flammable solvents.

3. Housekeeping: Flammable and combustible liquid storage areas shall be maintained clear of combustible vegetation and waste materials. Such storage areas shall not be used for the storage of combustible materials.

4. Precautions Against Fire: Sources of ignition and smoking shall be prohibited in flammable and combustible liquid storage areas. Signs shall be posted in accordance the California Fire Code, Section 310.

5. Handling at Point of Final Use: Class I and Class II liquids shall be kept in approved safety containers.

6. Leakage and Spills: Leaking vessels shall be immediately repaired or taken out of service and spills shall be cleaned up and disposed of properly.

E. Flammable Gases (CFC 3306):

1. Storage and Handling: Storage and handling of flammable gasses shall comply with the California Fire Code, Chapter 58 “Flammable Gases and Flammable Cryogenic Fluids.”

2. Cleaning with Flammable Gases: Flammable gases shall not be used to clean or remove debris from piping open to the atmosphere.

F. Explosive Materials (CFC 3307): Explosive materials shall not be allowed.

G. Owner’s Responsibility for Fire Protection (CFC 3308)

1. Program Development: The Contractor shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction.

2. Program Superintendent: The Contractor shall a person to be the Fire Prevention Program Superintendent who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. The fire prevention program superintendent shall have the authority to enforce the provisions of the California Fire Code, Chapter 33, and other provisions as necessary to secure the intent of the California Fire Code, Chapter 33. Where guard service is provided in accordance with NFPA 241, the superintendent shall be responsible for the guard service.
3. Prefire Plans: The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and the fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans.

4. Training: Training of responsible personnel in the use of fire protection equipment shall be the responsibility of the fire prevention program superintendent. Records of training shall be kept and made a part of the written plan for the fire prevention program.

5. Fire Protection Devices: The fire prevention program superintendent shall determine that all fire protection equipment is maintained and serviced in accordance with the California Fire Code. The quantity and type of fire protection equipment shall be approved. Fire protection equipment shall be inspected in accordance with the fire prevention program.

6. Hot Work Operations: The fire prevention program superintendent shall be responsible for supervising the permit system for hot work operations in accordance with the California Fire Code, Chapter 35.

7. Impairment of Fire Protection Systems: Impairments to any fire protection system shall be in accordance with the California Fire Code, Section 901.
   a. Smoke detectors and smoke alarms located in an area where airborne construction dust is expected shall be covered to prevent exposure to dust or shall be temporarily removed. Smoke detectors and alarms that were removed shall be replaced upon conclusion of dust-producing work. Smoke detectors and smoke alarms that were covered shall be inspected and cleaned, as necessary, upon conclusion of dust-producing work.

8. Temporary Covering of Fire Protection Devices: Temporary coverings placed on or over fire protection devices to protect them from damage during construction processes shall be immediately removed upon the completion of the construction processes in the room or area in which the devices are installed.

H. Fire Reporting (CFC 3309)

1. Emergency Telephone: Emergency telephone facilities with ready access shall be provided in an approved location at the construction site, or an approved equivalent means of communication shall be provided. The street address of the construction site and the emergency telephone number of the fire department shall be posted adjacent to the telephone. Alternatively, where an equivalent means of communication has been approved, the site address and fire department emergency telephone number shall be posted at the main entrance to the site, in guard shacks, and in the construction site office.

I. Access for Fire Fighting (CFC 3310):

1. Required Access: Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
2. **Key Boxes**: Key boxes shall be provided as required by the California Fire Code, Chapter 5 “Fire Service Features.”

J. **Means of Egress (CFC 3311)**:

1. **Stairways Required**: (Requirements not applicable to buildings less than 50 feet in height or less than four stories).
2. **Means of Egress**: Required means of egress and required accessible means of egress shall be maintained during construction and demolition, remodeling or alterations and additions to any building unless an approved temporary means of egress system is provided.

K. **Water Supply for Fire Protection (CFC 3312)**:

1. **Water Supply for Fire Protection**: An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on site.

L. **Standpipes (CFC 3313)**:

1. **Where Required**: In buildings required to have standpipes by California Fire Code Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed prior to construction exceeding 40 feet in height above the lowest level of fire department vehicle access. Such standpipes shall be provided with fire department hose connections at locations adjacent to stairways complying with California Fire Code Section 3311.11. As construction progresses, such standpipes shall be extended to within one floor of the highest point of construction having secured decking or flooring.
2. **Buildings Being Demolished**: Where a building is being demolished and a standpipe is existing within such a building, such standpipe shall be maintained in an operable condition so as to be available for use by the fire department. Such standpipe shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished.
3. **Detailed Requirements**: Standpipes shall be installed in accordance with the provisions of California Fire Code Section 905.
   a. Standpipes shall be either temporary or permanent in nature, and with or without a water supply, provided that such standpipes comply with the requirements of California Fire Code Section 905 as to capacity, outlets and materials.

M. **Automatic Sprinkler System (CFC 3314)**:

1. **Completion Before Occupancy**: In buildings where an automatic sprinkler system is required by the California Fire Code or California Building Code, it shall be unlawful to occupy any portion of a building or structure until the automatic sprinkler system installation has been tested and approved, except as provided in California Fire Code Section 105.3.4.
2. Operation of Valves: In buildings where an automatic sprinkler system is provided, operation of sprinkler control valves shall be allowed only by properly authorized personnel and shall be accompanied by notification of duly designated parties. Where the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.

N. Portable Fire Extinguishers (CFC 3315):

1. Portable Fire Extinguishers: Structures under construction, alteration or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with the California Fire Code, Section 906 and sized for not less than ordinary hazard, as follows:
   a. At each stairway on all floor levels where combustible materials have accumulated.
   b. In every storage and construction shed.
   c. Additional portable fire extinguishers shall be provided where special hazards exist including, but not limited to, the storage and use of flammable and combustible liquids.

O. Motorized Construction Equipment (CFC 3316):

1. Conditions of Use: Internal combustion powered construction equipment shall be used in accordance with all of the following conditions:
   a. Equipment shall be located so that exhausts do not discharge against combustible material.
   b. Exhausts shall be piped to the outside of the building.
   c. Equipment shall not be refueled while in operation.
   d. Fuel for equipment shall be stored in approved areas outside of the building.

P. Safeguarding Roofing Operations (CFC 3317):

1. General: Roofing operations utilizing heat producing systems or other ignition sources shall be conducted in accordance with California Fire Code Sections 3317.2 and 3317.3, and Chapter 35.
2. Asphalt and Tar Kettles: Asphalt and tar kettles shall be operated in accordance with the California Fire Code, Section 303.
3. Fire Extinguishers for Roofing Operations: Fire extinguishers shall comply with the California Fire Code, Section 906. There shall be not less than one multi-purpose portable fire extinguisher with a minimum 3-A 40-B:C rating on the roof being covered or repaired.
PART 2 - PRODUCTS

2.1 TEMPORARY EQUIPMENT, GENERAL

A. Temporary Equipment: Temporary equipment shall comply with requirements of Division 01 Section “Temporary Facilities and Controls,” and shall comply with the requirements of this Section.

PART 3 - EXECUTION

A. Fire Safety Observation, Procedures, and Features: Provide fire safety observation activities, procedures, and features as required and in compliance with regulatory requirements.

END OF SECTION
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Products: Products of a listed manufacturer that are demonstrated to meet or exceed the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified 'Basis of Design' product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
1.4 SUBMITTALS

A. Product Submittals: Comply with requirements in Division 01 Section "Submittal Procedures" and submittal requirements of Division 02 through 33 Sections to show compliance with product requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

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

C. Storage:

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

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Warranty Submittals: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
B. Product Selection Procedures:

1. Restricted List: Where Specifications include the phrase “provide one of the following” or similar phrase and lists 2 or more manufacturers and/or products, provide one of the products indicated. Comply with requirements in Division 01 Section “Substitution Procedures” for consideration of an unnamed manufacturer or product.

2. Non-restricted List: Where Specifications include the phrase “includes, but are not limited to the following” or similar phrase, provide one of the products indicated or an unnamed product that complies with requirements indicated.

3. Basis of Design: Where Specifications include the phrase “Basis of Design” and lists a named manufacturer and product, provide the product indicated.

   a. Where a “Comparable” product of listed manufacturers is indicated following a “Basis of Design” manufacturer/product, a comparable product of one of the listed manufacturers may be provided in lieu of the basis of design manufacturer/product subject to compliance with product requirements and the following:

      1) Evidence that the proposed product:

         a) Does not require revisions to the Contract Documents.
         b) Is consistent with the Contract Documents and will produce the indicated results.
         c) Is compatible with other portions of the Work.

      2) Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

      3) Evidence that proposed product provides specified warranty.

   b. Where no “Comparable” manufacturers/products are indicated following a “Basis of Design” manufacturer/product, comply with requirements in Division 01 Section “Substitution Procedures” for consideration of an unnamed manufacturer or product.

C. Visual Matching Specification: Where Specifications require “match Architect’s sample”, provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer’s full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
PART 3 - EXECUTION

3.1 PRODUCT INSTALLATION

A. General: Install products in accordance with Drawings, Specifications, and product manufacturer's written installation instructions. Installation shall include examination of conditions and preparations necessary for proper installation.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Installation of the Work.
   2. Cutting, patching and repairing.
   3. Coordination of Owner-installed products.
   4. Progress cleaning.
   5. Starting and adjusting.
   6. Protection of installed construction.
   7. Correction of the Work.

B. Related Requirements:
   1. Division 01 Section "Summary of Work" for limits on use of Project site.
   2. Division 02 Section "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Accessible Route: A continuous unobstructed path connecting accessible elements and spaces of an accessible site, building or facility that can be negotiated by a person with a disability using a wheelchair, and that is also safe for and usable by persons with other disabilities. Interior accessible routes may include corridors, hallways, floors, ramps, elevators and lifts. Exterior accessible routes may include accessible parking stalls and access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts.

B. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

C. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.
1.4 QUALITY ASSURANCE

A. Surveyor Qualifications: A professional engineer or land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting of structural elements must be performed, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Fire-detection and alarm systems.
   i. Conveying systems.
   j. Electrical wiring systems.
   k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Sprayed fire-resistive material.
   d. Equipment supports.
   e. Piping, ductwork, vessels, and equipment.

4. Visual Elements: Cut and patch construction in a manner that results in no visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in Division 02 through 33 Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Request for Information."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING, PATCHING, AND REPAIRING

A. Cutting, Patching and Repairing, General: Employ skilled workers to perform cutting, patching, and/or repairing. Proceed with cutting, patching, and repairing at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.
D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching and Repairing: Patch and repair construction by grinding, filling, leveling, refinishing, closing up, and similar operations following performance of other work. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched and repaired areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and
appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

b. Where finishes have been removed, patch and repair substrates to receive new finishes; substrates shall be prepared to comply with requirements of manufacturer of final finish material.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.


2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
a. Use containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION
SECTION 017419
CONSTRUCTION WASTE DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for the following:
      1. Disposing of nonhazardous construction and demolition waste.
   B. Related Requirements:
      1. Division 02 Section "Selective Demolition" for disposition of waste resulting from selective demolition of buildings, elements and systems.

1.3 DEFINITIONS
   A. Construction Waste: Building and system improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
   B. Demolition Waste: Building and system improvement materials resulting from demolition or selective demolition operations.
   C. Disposal: Removal off-site of demolition and construction waste and deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 MATERIALS OWNERSHIP
   A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS
   A. Qualification Data: For waste management coordinator and refrigerant recovery technician.
B. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

A. General: Except for items or materials to be reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Closeout procedures at completion.
   2. Final cleaning.

B. Related Requirements:
   1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance documentation requirements.
   2. Division 01 Section "Project Record Drawings" for preparing and submitting Project Record Drawings.
   3. Division 01 Section "Warranties" for submitting final warranty information.
   4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
   5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Submit the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout documentation specified in other Division 01 Sections, including project record drawings, operation and maintenance data, construction photographic documentation, warranties, and similar final record information.
3. Submit closeout documentation specified in individual Division 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance materials specified in individual Division 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

5. Submit test/adjust/balance records.

6. Submit sustainable design submittals not previously submitted.

7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."

6. Advise Owner of changeover in utilities.

7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection for Completion a minimum of 10 days prior to date the work will be completed and ready for inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected.

1. Architect's Punch List: During inspection, Architect will prepare a list of items needing completion or correction (punch list), a copy of the punch list will be distributed to the Contractor and Owner.

2. Reinspection: Request reinspection when the Work identified in previous inspection as incomplete is completed or corrected.

3. Results of completed inspection will form the basis of requirements for final completion.
E. Contractor’s Cost for Reinspection: Architect will perform one inspection and one reinspection at no additional cost to the Contractor. The expense for the Architect’s time for additional inspections will be paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect’s standard hourly rate schedule in effect at the time the work is performed with a minimum of $400.00 dollars for each additional reinspection.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect (Company name).
   d. Name of Contractor (Company Name).
   e. Page number.

4. Submit list of incomplete items in one of the following formats:

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with the California Green Building Standards Code maximum allowable VOC levels.
PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   g. Sweep concrete floors broom clean in unoccupied spaces.
   h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
   i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
   j. Remove labels that are not permanent.
   k. Wipe surfaces of mechanical, electrical, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
   1. Comply with requirements of Division 02 through 33 Sections as applicable to the Work to be restored and/or repaired.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
   2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
      a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
   3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
   4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance documentation, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Sections:

1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 01 Section "Demonstration and Training" for demonstration and training materials.
3. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS

A. Closeout Submittal: Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as previously reviewed and approved at the time of individual Section submittals; where applicable, clarify and update previously reviewed content to correspond to revisions and field conditions. Submit reviewed manual content formatted and organized as required by this Section.

1. Initial Submittal: Submit draft electronic copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether content of operations and maintenance submittal is acceptable.

   a. Correct or revise each manual to comply with Architect's comments. Submit final submittal copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
2. Final Submittal: Submit in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Submit the following:

a. Paper Copy: Submit one paper-copy set of marked-up record prints that have been revised to address Architect's comments from the initial submittal.

b. Digital Data Files: Submit digital data files of Project Record Drawings as PDF files on a thumb-drive.

B. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Electronic File Manuals: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Paper Copy Manuals: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf or post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number(s) on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.5 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials and in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Include the following information as applicable:

1. Subject matter included in the manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for the following:
   a. Contractor.
   b. Installer.
   c. Architect.
   d. Commissioning Authority if applicable.
   e. Architect’s major consultants that designed the systems contained in the manuals.

6. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.6 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.7 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
5. Power failure.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:
   1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer’s name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
C. Source Information: List each system, subsystem, and piece of equipment included in manual, identify by product name and arrange to match table of contents. For each piece of equipment, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers’ Maintenance Documentation: Manufacturers’ maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers’ forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers’ maintenance documentation and local sources of maintenance materials and related services.
H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers’ printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
   1. Do not use original project record documents as part of maintenance manuals.

1.10 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in data identified by product name and arranged to match table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers’ standard warranties on products and special warranties.

B. Related Sections include but are not limited to the following:

1. Division 01 Section “Closeout Procedures.”
2. Division 01 Section “Operation and Maintenance Data.”
3. Division 02 through 33 Sections for specific warranty requirements.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special project 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 the Owner.

1.4 WARRANTY REQUIREMENTS

A. Disclaimers and Limitations: Manufacturer’s disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer’s disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

B. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

E. Owner's Recourse: Expressed warranties made to the 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 the Owner can enforce such other duties, obligations, rights, or remedies.

   1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

F. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranties: Submit (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

   1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

   2. Include copy of each warranty in operation and maintenance documentation.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 017839
PROJECT RECORD DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Drawings:

B. Related Sections:

1. Division 01 Section "Execution" for surveys of exterior accessible routes.
2. Division 01 Section "Closeout Procedures" for general closeout procedures.
3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 RECORD DRAWING SUBMITTAL

A. Closeout Submittal: Submit Record Drawings as follows:

1. Initial Submittal: Submit one paper-copy set of marked-up record prints.
   a. Architect will indicate whether record prints are acceptable or if additional information or documentation is needed and will return the set to the Contractor.

2. Final Submittal:
   a. Paper Copy: Submit one paper-copy set of marked-up record prints that have been revised to address Architect's comments from the initial submittal.
   b. Digital Data Files: Submit digital data files of Project Record Drawings as PDF files on a thumb-drive.
1.4 PROJECT RECORD DRAWINGS

A. Record Drawings: Maintain one set of paper copies of the Contract Drawings during the construction period for Project Record Drawing Purposes.

1. Project Record Drawing print sets shall include all drawings of the Contract Documents including original project Drawings, Shop Drawings, Supplemental Drawings, Coordination Drawings, Clarification Drawings, Change Orders, and similar drawings. Record Drawing set shall include all drawings of Contract Documents whether or not changes and additional information were recorded.

2. Store Project Record Drawings in the field office apart from the Contract Documents used for construction; do not use Project Record Drawings for construction purposes.

3. Maintain Record Drawings in good order and in a clean, dry, legible condition, protected from deterioration and loss.

4. Provide access to Project Record Drawings for Architect’s reference during normal working hours.

5. Incorporate new and revised drawings into Project Record Drawings as modifications are issued; do not wait until the end of Project.

6. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it.
   d. Record and check the markup before enclosing concealed installations.
   e. Cross-reference record prints to corresponding archive photographic documentation.

7. Content: Types of items requiring marking include, but are not limited to, the following:

   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect’s written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
8. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

9. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

10. Mark important additional information that was either shown schematically or omitted from original Drawings.

11. Note Construction Change Directive numbers, Change Order numbers, and similar identification, where applicable.

B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, submit marked-up record prints to Architect, following Architect's review and action, prepare a full set of corrected digital data files of the Contract Drawings, as follows:


2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.

3. Refer instances of uncertainty to Architect for resolution.


   a. Refer to Division 01 Section 011105 "Use of Architect's Electronic Files" for requirements related to use of Architect's digital data files.

D. Format:

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Record Digital Data Files:


   b. Organize digital data information into separate electronic files corresponding with each building design discipline of the Contract Documents; name each file with the corresponding design discipline.
E. Identification: Include the following information on each Record Drawing:

1. "PROJECT RECORD DRAWING" designation located in a prominent location.
2. Project name if Project name is not included in a title block as part of the drawing.
3. Date.
4. Name of Architect if Architect's name is not included in a title block as part of the drawing.
5. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for instructing Owner's personnel in demonstration and training of operation and maintenance of systems, subsystems, and equipment.
   B. Related Sections:
      1. Division 01 Section “Operation and Maintenance Data” for operation and maintenance manuals and data.
      2. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS
   A. Training materials in addition to Operation and Maintenance manuals required in Division 01 Section “Operation and Maintenance Data.”
   B. Instruction Program Schedule: Submit outline schedule of instructional program that includes and coordinates programs for all products, equipment, and systems requiring demonstration and training. Schedule shall include a list of training sessions, proposed dates, times, length of instruction time.
      1. Schedule shall be coordinated and finalized with the Owner.

1.4 QUALITY ASSURANCE
   A. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training of Owner’s personnel.

1.5 COORDINATION
   A. Coordinate instruction schedule with Owner, adjust schedule as required to minimize disrupting Owner's operations.
B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training sessions with content of approved operation and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Provide instruction programs that include training sessions for each system and for equipment not part of a system, as required by individual Specification Sections. Include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Operating standards.
   c. Regulatory requirements.
   d. Equipment function.
   e. Operating characteristics.
   f. Limiting conditions.
   g. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project record documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.
PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction and training. Assemble training manuals organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

B. Coordinate with Owner for number of instruction times, location, and number of participants.

C. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule initial training with Owner, through Architect with at least 7 days' advance notice.

C. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected building systems and elements.

B. Related Sections include the following:

1. Division 01 Section “Temporary Facilities and Controls” for temporary construction and environmental-protection measures for selective demolition operations.
2. Division 01 Section “Execution” for cutting and patching procedures.
3. Division 01 Section “Construction Waste Disposal” for disposal of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be salvaged or reinstalled.

B. Remove and Salvage to Owner: Detach item from existing construction in a manner to prevent damage and deliver to Owner ready for reuse.

C. Remove and Salvage for Reinstallation: Detach item from existing construction in a manner to prevent damage, prepare for reuse, and securely store item until it is to be reinstalled at locations indicated.

D. Existing to Remain: Existing items or improvements that are to remain and not be removed. Existing items to remain shall be protected from damage during the course of construction.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.
1.5 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.6 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is expected that hazardous materials will not be encountered in the Work.
   1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

E. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

F. Storage or sale of removed items or materials on-site is not permitted.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

1. If unanticipated mechanical, electrical, or structural elements are encountered and found to be in conflict with intended function or design, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Inventory and record the condition of items to be removed and salvaged or removed and reinstalled. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section “Temporary Facilities and Controls.”

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. HVAC Equipment Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

B. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

C. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with Owner and/or utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use plasma or flame cutting torches without written approval from Architect. Where allowed, clear area of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations. Maintain fire watch during and for at least two hours after flame-cutting operations. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly, comply with requirements of Division 01 Section “Construction Waste Disposal.”

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

1. Items removed, salvaged, and reinstalled for the Contractor’s convenience shall be considered the same as items to be removed and salvaged for reinstallation.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Using power-driven saw, cut perimeter of area to be demolished, then break up and remove.

1. Where possible or feasible, cut concrete at existing joints.

C. Roofing: Only remove portions of the existing roofing required to accommodate the mechanical improvements. Maintain existing roofing as required to keep the building interior remaining watertight and weathertight. Refer to applicable Division 07 Section for new roofing requirements.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Recycle or dispose demolition waste materials according to Division 01 Section "Construction Waste Disposal." Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in accordance with local regulations and in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section Includes:

1. Formed sheet metal fabrications:
   a. Flashing, counterflashings and trim.
   b. Miscellaneous sheet metal fabrications.

B. Related Sections include the following:

1. Applicable sheet metal flashing and trim integral with existing and new roofing systems.
2. Division 07 Section "Joint Sealants" for field-applied sheet metal flashing and trim sealants.

1.3 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: Entity that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA’s “The Roofing and Waterproofing Manual” and SMACNA’s “Architectural Sheet Metal Manual” requirements as applicable for dimensions and profiles shown unless more stringent requirements are indicated.

C. Thermal Movements: Sheet metal flashing and trim shall allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 SHEET METALS

A. Zinc Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G 90 coating designation; structural quality, mill phosphatized for field painting.

2.3 UNDERLAYMENT MATERIALS

A. Polyethylene Sheet: 6-mil thick polyethylene sheet complying with ASTM D 4397.

B. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. Self-drilling screws, gasketed, with hex-washer head.
2. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
4. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.

C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane, polysulfide, or silicone polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.


2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

2.6 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim as indicated on Drawings and to comply with recommendations in SMACNA’s “Architectural Sheet Metal Manual” that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.

1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
2. Obtain field measurements for accurate fit before shop fabrication.
3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.

D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

E. Fabricate cleats and attachment devices from same material as accessory being anchored and of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.

F. Seams: Fabricate nonmoving seams with flat-lock seams and as follows:
   1. Seams for Pre-Finished Metal: Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
   2. Seams for Unfinished Sheet Steel: Tin edges to be seamed, form seams, and solder.

G. Do not use graphite pencils to mark metal surfaces.

H. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

2.7 SHEET METAL FABRICATIONS

A. Counterflashing: Fabricated from the following materials:
   1. Galvanized Steel: 0.0217 inch Insert thickness.

B. Roof-Penetration Flashing: Fabricate from the following materials:
   1. Lead: 4.0-lb/sq. ft. hard tempered.
   2. Galvanized Steel: 24 ga.
2.8 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Miscellaneous Sheet Metal Fabrications: Fabricate from 0.028 inch (24 gage) thick galvanized steel unless otherwise indicated.

2.9 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

B. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.
3.3 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
4. Install sealant tape where indicated.
5. Torch cutting of sheet metal flashing and trim is not permitted.
6. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

1. Coat back side of uncoated aluminum sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corners or intersections. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.

D. Fastener Sizes:

1. Wood Framing, Blocking, and Sheathing: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

E. Seal joints as shown and as required for watertight construction.

1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not solder coil-coated steel and aluminum sheet.
2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.4 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements, SMACNA’s “Architectural Sheet Metal Manual,” and NRCA’s Roofing and Waterproofing Manuals as applicable to project conditions. Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

B. Pipe or Post Counterflushing: Install counterflushing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.

C. Counterflushing: Coordinate installation of counterflushing with installation of base flashing. Insert counterflushing in reglets or receivers and fit tightly to base flashing. Extend counterflushing 4 inches over base flashing. Lap counterflushing joints a minimum of 4 inches and bed with sealant. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.

D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with [elastomeric] [butyl] sealant and clamp flashing to pipes that penetrate roof.

3.5 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.6 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.7 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General Conditions and Division 01 specification sections, apply to this section.

1.2 SUMMARY

A Section includes the following:

1. Product Types:
   a. Silicone joint sealants.
   b. Urethane joint sealants.
   c. Latex joint sealants.
   d. Backing material.

2. Joint Types:
   a. Exterior joints between dissimilar materials.
   b. Flashing and coping joints.

B Related Sections include the following:

1. Division 07 Section “Sheet Metal Flashing and Trim.”

1.3 DEFINITIONS

A "Caulking " applies only to materials and work in connection with the filling or closing of interior joints where expansion or contraction are of no consideration and where filling and closing of these interior joints is primarily for appearance.

B "Sealant" applies to materials and work to seal and make watertight all joints on the exterior of the building and joints on the interior of the building that may be expected to expand and contract or are subject to water or dampness.

C “Joints” applies to gaps, cracks, or separations of any kind in or between materials, assembles or units.

D “Weather Tight” applies to materials which have been sealed to prevent leakage of air, light, or water into building interiors.
1.4 QUALITY ASSURANCE

A Installer Qualifications: Engage an experienced installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of not less than 5 years of successful in-service performance.

B Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C Use and designation of Sealant or Caulking to be in conformance with ASTM C 1193 – Standard Guide for use of Joint Sealants.

D Shelf Life: Do not use materials whose shelf life has expired.

1.5 PROJECT CONDITIONS

A Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

A Special Project Warranty: Manufacturer’s standard form in which Contractor, Installer, and manufacturer agree to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period. In addition, the warranty shall state that all exposed sealants will be guaranteed against any crazing developing on the surfaces of the material, any staining of adjacent surfaces by sealant or by primer (yellowing, etc.), chalking, or color changes on surface of cured sealant.

1. Warranty Period: Two years from date of Substantial Completion.

B Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer’s written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.
PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A Listed manufacturers are to identify the functional characteristics of sealant / caulking material. Alternate manufacturers may be considered by the Architect prior to bid.

B Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

C Horizontal joints subject to traffic: Provide sealants with high modulus of elasticity as required to withstand indentation by stiletto heels.

D Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

E Stain-Test-Response Characteristics: Sealants for porous materials shall have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

F Colors of Exposed Joint Sealants: Match Architect's samples or colors shall be as selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A Single-Component, Nonsag, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Location of Use: Exterior locations where both joint faces are metal, glass, plastic, or other non-porous material.

   a. Products: Subject to compliance with requirements, provide one of the following:

      1) G.E. 1200 Sealant.
      2) Dow Corning 999-A Sealant.

2.3 URETHANE JOINT SEALANTS

A Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Location of Use: Interior and exterior joints requiring painting.
a. Products: Subject to compliance with requirements, provide one of the following:

1) BASF Building Systems; Sonolastic NP1.
2) Pecora Corporation; Dynatrol I-XL.
3) Sika Corporation, Construction Products Division; Sikaflex - 1a.

2.4 JOINT SEALANT BACKING

A General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B Sealant Backings: Cellular foam sealant backings complying with ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Closed-Cell Synthetic Rubber Joint Filler: Provide expanded synthetic rubber complying with ASTM D 1056, Class SC-E (oil-resistant and medium swell), of 2 to 5 psi compression deflection (Grade SCE 41); except provide 13 to 17 psi compression deflection (Grade SCE 44) where filler is applied under sealant exposed to traffic.

2. Closed-Cell PVC Joint Filler: Provide flexible expanded polyvinyl chloride complying with ASTM D 1667, Grade VE 41 BL (3.0 psi compression deflection); except provide higher compression deflection grades as may be necessary to withstand installation forces and provide proper support for sealants, if any.


4. Expanded Polyethylene Joint Filler: Provide flexible, compressible, closed-cell, polyethylene of not less than 10 psi compression deflection (25%); except provide higher compression deflection strength as may be necessary to withstand installation forces and provide proper support for sealants; surface water absorption of not more than 0.1 lbs. per sq. ft.

C Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

B Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
PART 3 - EXECUTION

3.1 INSPECTION

A Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer’s written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.

3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer’s written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

A General: Comply with joint-sealant manufacturer’s written installation instructions for products and applications indicated, unless more stringent requirements apply.
B Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E Install sealants at the same time as backings, using proven techniques that comply with the following:

1. Place sealants in uniform, continuous ribbons without gaps or air pockets, and so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

G Install sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of bead:

1. For sidewalks, pavements and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
3. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in range of 75% to 125% of joint width.

H Recess exposed edges of exposed joint fillers slightly behind adjoining surfaces, unless otherwise shown, so that compressed units will not protrude from joints.
3.4 CLEANING

A Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces.

3.5 PROTECTION

A Cure sealants and caulking compounds in compliance with manufacturer’s instructions and recommendations. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

B Repair or cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Dielectric fittings.
3. HVAC demolition.
4. Equipment installation requirements common to equipment sections.
5. Concrete bases.
6. Painting and finishing.
7. Supports and anchorages.

1.3 DEFINITIONS

A. Finished Spaces:  Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.4 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
   1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
   2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for HVAC Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.5 DELIVERY, STORAGE, AND HANDLING
   A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

1.6 COORDINATION
   A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for HVAC installations.
   B. Coordinate installation of required supporting devices and other structural components as they are constructed.
   C. Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
   A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
      1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS
   A. Refer to individual Division 23 piping Sections for pipe, tube, and fitting materials and joining methods.
   B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.
2.3 JOINING MATERIALS

A. Refer to individual Division 23 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
   2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

F. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

2.4 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
   1. Manufacturers:
      c. Zurn Industries, Inc.; Wilkins Div.

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.
   1. Manufacturers:
a. Capitol Manufacturing Co.
b. Epco Sales, Inc.

PART 3 - EXECUTION

3.1 HVAC DEMOLITION

A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.

B. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed.

1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
4. Equipment to Be Removed: Disconnect and cap services and remove equipment.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.
G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
   1. New Piping:
      a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
      b. Insulated Piping: One-piece, stamped-steel type with spring clips.
      c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
      d. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with rough-brass finish.
      e. Bare Piping in Equipment Rooms: One-piece, cast-brass type.
      f. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

M. Sleeves are not required for core-drilled holes.

N. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.

O. Verify final equipment locations for roughing-in.

P. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.4 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.

B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

C. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.
3.6 PAINTING

A. Painting of HVAC systems, equipment, and components is specified in Division 09 Sections "Interior Painting" and "Exterior Painting."

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.

1. Construct concrete bases of dimensions indicated, but not less than 6 inches larger in both directions than supported unit.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.
6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 03 Section "Cast-in-Place Concrete."

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.

B. Field Welding: Comply with AWS D1.1.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

1.2 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

A. Comply with requirements in this Section except when stricter requirements are specified in HVAC equipment schedules or Sections.

B. Comply with NEMA MG 1 unless otherwise indicated.

2.2 MOTOR CHARACTERISTICS

A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet above sea level.

B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

2.3 POLYPHASE MOTORS

A. Description: NEMA MG 1, Design B, medium induction motor.
B. Efficiency: Energy efficient, as defined in NEMA MG 1.

C. Service Factor: 1.15.

D. Multispeed Motors: Variable torque.
   1. For motors with 2:1 speed ratio, consequent pole, single winding.
   2. For motors with other than 2:1 speed ratio, separate winding for each speed.


F. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.

G. Temperature Rise: Match insulation rating.

H. Insulation: Class F.

I. Code Letter Designation:
   1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
   2. Motors Smaller than 15 HP: Manufacturer's standard starting characteristic.

J. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 POLYPHASE MOTORS WITH ADDITIONAL REQUIREMENTS

A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.

B. Motors Used with Variable Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.
   1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width modulated inverters.
   2. Energy- and Premium-Efficient Motors: Class B temperature rise; Class F insulation.
   3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
   4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

C. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

2.5 SINGLE-PHASE MOTORS

A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
1. Permanent-split capacitor.
2. Split phase.
3. Capacitor start, inductor run.
4. Capacitor start, capacitor run.

B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.

C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.

D. Motors 1/20 HP and Smaller: Shaded-pole type.

E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
SECTION 230529
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal pipe hangers and supports.
   2. Trapeze pipe hangers.
   3. Thermal-hanger shield inserts.
   4. Fastener systems.
   5. Pipe stands.
   6. Equipment supports.

1.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7-05.
   1. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
   2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
   3. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.
PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

A. Carbon-Steel Pipe Hangers and Supports:
   1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
   2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
   3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
   4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.

B. Stainless-Steel Pipe Hangers and Supports:
   1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
   2. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.

C. Copper Pipe Hangers:
   1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.

2.2 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

A. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with 100-psig (688-kPa) or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig (862-kPa) minimum compressive strength and vapor barrier.

B. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass with 100-psig (688-kPa) or ASTM C 591, Type VI, Grade 1 polyisocyanurate with 125-psig (862-kPa) minimum compressive strength.

C. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

D. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

E. Insert Length: Extend 2 inches (50 mm) beyond sheet metal shield for piping operating below ambient air temperature.
2.4 FASTENER SYSTEMS

A. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 PIPE STANDS

A. General Requirements for Pipe Stands: Shop- or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.

B. Compact Pipe Stand: One-piece plastic unit with integral-rod roller, pipe clamps, or V-shaped cradle to support pipe, for roof installation without membrane penetration.

C. Low-Type, Single-Pipe Stand: One-piece stainless-steel base unit with plastic roller, for roof installation without membrane penetration.

D. High-Type, Single-Pipe Stand:
   1. Description: Assembly of base, vertical and horizontal members, and pipe support, for roof installation without membrane penetration.
   3. Vertical Members: Two or more cadmium-plated-steel or stainless-steel, continuous-thread rods.
   4. Horizontal Member: Cadmium-plated-steel or stainless-steel rod with plastic or stainless-steel, roller-type pipe support.

E. High-Type, Multiple-Pipe Stand:
   1. Description: Assembly of bases, vertical and horizontal members, and pipe supports, for roof installation without membrane penetration.
   2. Bases: One or more; plastic.
   3. Vertical Members: Two or more protective-coated-steel channels.
   4. Horizontal Member: Protective-coated-steel channel.
   5. Pipe Supports: Galvanized-steel, clevis-type pipe hangers.

F. Curb-Mounted-Type Pipe Stands: Shop- or field-fabricated pipe supports made from structural-steel shapes, continuous-thread rods, and rollers, for mounting on permanent stationary roof curb.

2.6 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

2.7 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.
B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.

   1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
   2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.

C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

D. Fastener System Installation:

   1. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

E. Pipe Stand Installation:

   1. Pipe Stand Types except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
   2. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Division 07 Section "Roof Accessories" for curbs.

F. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.


H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

I. Install lateral bracing with pipe hangers and supports to prevent swaying.
J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 (DN 65) and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

M. Insulated Piping:
   1. Attach clamps and spacers to piping.
      a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
      b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
      c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
   2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
   3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
      a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 (DN 100) and larger if pipe is installed on rollers.
   4. Shield Dimensions for Pipe: Not less than the following:
      a. NPS 1/4 to NPS 3-1/2 (DN 8 to DN 90): 12 inches (305 mm) long and 0.048 inch (1.22 mm) thick.
      b. NPS 4 (DN 100): 12 inches (305 mm) long and 0.06 inch (1.52 mm) thick.
   5. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS
A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
C. Provide lateral bracing, to prevent swaying, for equipment supports.
3.3 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches (40 mm).

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.

B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 painting Sections.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.

F. Use stainless-steel pipe hangers and stainless-steel attachments for hostile environment applications.

G. Use copper-plated pipe hangers and copper or stainless-steel attachments for copper piping and tubing.

H. Use padded hangers for piping that is subject to scratching.

I. Use thermal-hanger shield inserts for insulated piping and tubing.

J. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30 (DN 15 to DN 750).
2. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36 (DN 20 to DN 900), requiring clamp flexibility and up to 4 inches (100 mm) of insulation.
3. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30 (DN 15 to DN 750).
4. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36 (DN 100 to DN 900), with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
5. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30 (DN 25 to DN 750), from two rods if longitudinal movement caused by expansion and contraction might occur.

K. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24 (DN 24 to DN 600).

L. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches (150 mm) for heavy loads.
2. Steel Clevises (MSS Type 14): For 120 to 450 deg F (49 to 232 deg C) piping installations.

M. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
2. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
3. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
4. C-Clamps (MSS Type 23): For structural shapes.
5. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.

N. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.

O. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches (32 mm).
2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41, roll hanger with springs.

P. Use mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Equipment labels.
   2. Warning signs and labels.
   3. Pipe labels.
   4. Duct labels.
   5. Valve tags.
   6. Warning tags.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

C. Valve Schedules: For each piping system to include in maintenance manuals.

1.4 COORDINATION

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.
PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Plastic Labels for Equipment:
   1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
   3. Background Color: Black or Blue.
   4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
   5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
   6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
   7. Fasteners: Stainless-steel rivets or self-tapping screws.
   8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Label Content: Include equipment’s unique equipment number and name or functionality of equipment (example: “Domestic Water Heat Exchanger”). For all ventilation equipment, label shall include name of area served by equipment.

2.2 WARNING SIGNS AND LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.

B. Letter Color: Black or White.

C. Background Color: Red or Yellow.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Label Content: Include caution and warning information, plus emergency notification instructions.
2.3 PIPE LABELS

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.

C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
   1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
   2. Lettering Size: At least 1-1/2 inches high.

2.4 DUCT LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.

B. Letter Color: Black or Blue or Green.

C. Background Color: White.

D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.

F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

G. Fasteners: Stainless-steel rivets or self-tapping screws.

H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

I. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings, duct size, and an arrow indicating flow direction.
   1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions, or as separate unit on each duct label to indicate flow direction.
   2. Lettering Size: At least 1-1/2 inches high.
2.5 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

1. Tag Material: Brass, 0.032-inch, Stainless steel, 0.025-inch or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass wire-link or beaded chain; or S-hook.

B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

2.6 WARNING TAGS

A. Warning Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with matte finish suitable for writing.

1. Size: Approximately 4 by 7 inches.
2. Fasteners: Reinforced grommet and wire or string.
3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

B. Locate equipment labels where accessible and visible.
3.3 PIPE LABEL INSTALLATION

A. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.

B. Pipe Label Color Schedule:

1. Chilled-Water Piping:
   b. Letter Color: Black or Blue or Green.
2. Condenser-Water Piping:
   b. Letter Color: Black or Blue or Green.
3. Heating Water Piping:
   b. Letter Color: Black or Blue or Green.
4. Refrigerant Piping:
   b. Letter Color: Black or Blue or Green.

3.4 DUCT LABEL INSTALLATION

A. Install self-adhesive duct labels with permanent adhesive on air ducts in the following color codes:

1. Blue: For cold-air supply ducts.
2. Yellow: For hot-air supply ducts.
4. ASME A13.1 Colors and Designs: For hazardous material exhaust.
B. Locate labels near points where ducts enter into concealed spaces and at maximum intervals of 50 feet in each space where ducts are exposed or concealed by removable ceiling system.

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:

1. Valve-Tag Size and Shape:
   e. Gas: 1-1/2 inches, round.

2. Valve-Tag Color:
   b. Condenser Water: Natural.
   c. Refrigerant: Natural.
   d. Hot Water: Natural.
   e. Gas: Natural.

3.6 WARNING-TAG INSTALLATION

A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION
SECTION 230593
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Balancing Air Systems:
      a. Constant-volume air systems.
      b. Variable-air-volume systems.

1.2 DEFINITIONS
C. TAB: Testing, adjusting, and balancing.
D. TABB: Testing, Adjusting, and Balancing Bureau.
E. TAB Specialist: An entity engaged to perform TAB Work.

1.3 SUBMITTALS
A. Certified TAB reports.

1.4 QUALITY ASSURANCE
A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB or TABB.
   1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC, NEBB or TABB.
   2. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB or TABB as a TAB technician.
B. Certify TAB field data reports and perform the following:
   1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
   2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
C. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.

B. Examine systems for installed balancing devices, such as test ports and manual volume dampers. Verify that locations of these balancing devices are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts as specified in Division 23 Section "Metal Ducts" and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.

F. Examine equipment performance data including fan and pump curves.

1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

H. Examine test reports specified in individual system and equipment Sections.

I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

J. Examine operating safety interlocks and controls on HVAC equipment.
K. Report deficiencies discovered before and during performance of TAB procedures. Record default set points if different from indicated values.

3.2 PREPARATION
A. Prepare a TAB plan that includes strategies and step-by-step procedures.
B. Complete system-readiness checks and prepare reports. Verify the following:
   1. Permanent electrical-power wiring is complete.
   2. Automatic temperature-control systems are operational.
   3. Equipment and duct access doors are securely closed.
   4. Balance, smoke, and fire dampers are open.
   5. Isolating and balancing valves are open and control valves are operational.
   6. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
   7. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING
A. Perform testing and balancing procedures on each system according to the procedures contained in SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
   1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
   2. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Division 23 Section "HVAC Insulation."
C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS
A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
B. Prepare schematic diagrams of systems' "as-built" duct layouts.
C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.

F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

G. Verify that motor starters are equipped with properly sized thermal protection.

H. Check dampers for proper position to achieve desired airflow path.

I. Check for airflow blockages.

J. Check condensate drains for proper connections and functioning.

K. Check for proper sealing of air-handling-unit components.

L. Verify that air duct system is sealed as specified in Division 23 Section "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure total airflow.

   a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.

2. Measure fan static pressures as follows to determine actual static pressure:

   a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.

   b. Measure static pressure directly at the fan outlet or through the flexible connection.

   c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.

   d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.

   a. Report the cleanliness status of filters and the time static pressures are measured.
4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
6. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in Division 23 Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
   1. Measure airflow of submain and branch ducts.
      a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
   2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
   3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

C. Measure air outlets and inlets without making adjustments.
   1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.

D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
   1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
   2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS
A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.
1. Measure and record the operating speed, airflow, and static pressure of each fan.
2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
3. Check the refrigerant charge.
4. Check the condition of filters.
5. Check the condition of coils.
6. Check the operation of the drain pan and condensate-drain trap.
7. Check bearings and other lubricated parts for proper lubrication.

B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:

1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Deficiencies noted in the preconstruction report are corrected.

C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
4. Balance each air outlet.

3.7 TOLERANCES

A. Set HVAC system's air flow rates and water flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.
3. Heating-Water Flow Rate: Plus or minus 10 percent.
4. Cooling-Water Flow Rate: Plus or minus 10 percent.
3.8 REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

3.9 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.

B. Final Report Contents: In addition to certified field-report data, include the following:

1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance; do not include Shop Drawings and product data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB contractor.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents including the following:
   a. Indicated versus final performance.
   b. Notable characteristics of systems.
   c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.
13. Notes to explain why certain final data in the body of reports vary from indicated values.
14. Test conditions for fans and pump performance forms including the following:
a. Settings for outdoor-, return-, and exhaust-air dampers.
b. Conditions of filters.
c. Cooling coil, wet- and dry-bulb conditions.
d. Face and bypass damper settings at coils.
e. Fan drive settings including settings and percentage of maximum pitch diameter.
f. Inlet vane settings for variable-air-volume systems.
g. Settings for supply-air, static-pressure controller.
h. Other system operating conditions that affect performance.

D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of outdoor, supply, return, and exhaust airflows.
2. Duct, outlet, and inlet sizes.

END OF SECTION
SECTION 230700
HVAC INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Insulation Materials:
   a. Cellular Glass.
   b. Mineral fiber.

2. Adhesives.
3. Mastics.
4. Sealants.
5. Factory-applied jackets.
6. Field-applied jackets.
7. Tapes.
8. Securements.
9. Corner angles.

B. Related Sections:

1. Division 23 Section "Metal Ducts" for duct liners.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

E. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following:
   b. Pittsburgh Corning Corporation.

2. Block Insulation: ASTM C 552, Type I.

3. Board Insulation: ASTM C 552, Type IV.


F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. CertainTeed Corp.; Duct Wrap.
   b. Johns Manville; Microlite.
   c. Knauf Insulation; Duct Wrap.
   d. Owens Corning; All-Service Duct Wrap.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Cellular-Glass Adhesive: Solvent-based resin adhesive, with a service temperature range of minus 75 to plus 300 deg F (minus 59 to plus 149 deg C).

1. Products: Subject to compliance with requirements, provide one of the following:
a. Childers Products, Division of ITW; CP-96.

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, provide one of the following
   a. Childers Products, Division of ITW; CP-82.
   c. ITW TACC, Division of Illinois Tool Works; S-90/80.
   d. Marathon Industries, Inc.; 225.
   e. Mon-Eco Industries, Inc.; 22-25.

2. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Dow Chemical Company (The); 739, Dow Silicone.
   d. Speedline Corporation; Speedline Vinyl Adhesive.

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 500 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Childers Products, Division of ITW; CP-35.
   b. Foster Products Corporation, H. B. Fuller Company; 30-90.
   c. ITW TACC, Division of Illinois Tool Works; CB-50.
   d. Marathon Industries, Inc.; 590.
   e. Mon-Eco Industries, Inc.; 55-40.
2. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.

2.4 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass Products: Subject to compliance with requirements, provide one of the following:
   a. Childers Products, Division of ITW; CP-76.
   b. Foster Products Corporation, H. B. Fuller Company; 30-45.
   c. Marathon Industries, Inc.; 405.
   d. Mon-Eco Industries, Inc.; 44-05.

B. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Childers Products, Division of ITW; CP-76-8.
   b. Foster Products Corporation, H. B. Fuller Company; 95-44.
   c. Marathon Industries, Inc.; 405.
   d. Mon-Eco Industries, Inc.; 44-05.
   e. Vimasco Corporation; 750.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. ASJ Flashing Sealants and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Childers Products, Division of ITW; CP-76.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
6. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2.5 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.6 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Johns Manville; Zeston.
   c. Proto PVC Corporation; LoSmoke.
   d. Speedline Corporation; SmokeSafe.

2. Adhesive: As recommended by jacket material manufacturer.
4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
   a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
5. Factory-fabricated tank heads and tank side panels.

C. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105 or 5005, Temper H-14.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Childers Products, Division of ITW; Metal Jacketing Systems.
   b. PABCO Metals Corporation; Surefit.
   c. RPR Products, Inc.; Insul-Mate.
2. Sheet and roll stock ready for shop or field sizing.
3. Finish and thickness are indicated in field-applied jacket schedules.
4. Moisture Barrier for Indoor Applications: 1-mil- (0.025-mm-) thick, heat-bonded polyethylene and kraft paper.
5. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper.
6. Factory-Fabricated Fitting Covers:
   a. Same material, finish, and thickness as jacket.
   b. Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
   c. Tee covers.
   d. Flange and union covers.
   e. End caps.
   f. Beveled collars.
   g. Valve covers.
   h. Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

2.7 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
   1. Products: Subject to compliance with requirements, provide one of the following:
      a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
      b. Compac Corp.; 104 and 105.
      c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
      d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
   2. Width: 3 inches.
   3. Thickness: 11.5 mils.
   5. Elongation: 2 percent.
   6. Tensile Strength: 40 lbf/inch in width.
   7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
   1. Products: Subject to compliance with requirements, provide one of the following:
      a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
      b. Compac Corp.; 110 and 111.
      c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
      d. Venture Tape; 1525 CW, 1528 CW, and 1528 CW/SQ.
   2. Width: 3 inches.
   3. Thickness: 6.5 mils.
   5. Elongation: 2 percent.
6. **Tensile Strength:** 40 lbf/inch in width.
7. **FSK Tape Disks and Squares:** Precut disks or squares of FSK tape.

### C. PVC Tape

White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive. Suitable for indoor and outdoor applications.

1. **Products:** Subject to compliance with requirements, provide one of the following:
   a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0555.
   b. Compac Corp.; 130.
   c. Ideal Tape Co., Inc., an American Biltrite Company; 370 White PVC tape.
   d. Venture Tape; 1506 CW NS.

2. **Width:** 2 inches (50 mm).
3. **Thickness:** 6 mils (0.15 mm).
4. **Adhesion:** 64 ounces force/inch (0.7 N/mm) in width.
5. **Elongation:** 500 percent.
6. **Tensile Strength:** 18 lbf/inch (3.3 N/mm) in width.

### D. Aluminum-Foil Tape

Vapor-retarder tape with acrylic adhesive.

1. **Products:** Subject to compliance with requirements, provide one of the following:
   a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
   b. Compac Corp.; 120.
   c. Ideal Tape Co., Inc., an American Biltrite Company; 488 AWF.
   d. Venture Tape; 3520 CW.

2. **Width:** 2 inches.
3. **Thickness:** 3.7 mils.
4. **Adhesion:** 100 ounces force/inch in width.
5. **Elongation:** 5 percent.
6. **Tensile Strength:** 34 lbf/inch in width.

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### 2.8 SECUREMENTS

#### A. Insulation Pins and Hangers:

1. **Metal, Adhesively Attached, Perforated-Base Insulation Hangers:** Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

   a. **Products:** Subject to compliance with requirements, provide one of the following:
      1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
      2) GEMCO; Perforated Base.
      3) Midwest Fasteners, Inc.; Spindle.
b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
c. Spindle: Copper- or zinc-coated, low carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

   a. Products: Subject to compliance with requirements, provide one of the following:

      1) AGM Industries, Inc.; RC-150.
      2) GEMCO; R-150.
      3) Midwest Fasteners, Inc.; WA-150.
      4) Nelson Stud Welding; Speed Clips.

   b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

3. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

   a. Products: Subject to compliance with requirements, provide one of the following:

      1) GEMCO.
      2) Midwest Fasteners, Inc.

B. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.

C. Wire: 0.062-inch soft-annealed, galvanized steel.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   b. Childers Products.
   c. PABCO Metals Corporation.
   d. RPR Products, Inc.
2.9 CORNER ANGLES

A. PVC Corner Angles: 30 mils (0.8 mm) thick, minimum 1 by 1 inch (25 by 25 mm), PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch (1.0 mm) thick, minimum 1 by 1 inch (25 by 25 mm), aluminum according to ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105 or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.

C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer’s recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
   a. For below ambient services, apply vapor-barrier mastic over staples.
4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.

M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

P. For above ambient services, do not install insulation to the following:

1. Vibration-control devices.
2. Testing agency labels and stamps.
3. Nameplates and data plates.
5. Handholes.
6. Cleanouts.

3.3 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
   1. Seal penetrations with flashing sealant.
   2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
   3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
   4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
   1. Seal penetrations with flashing sealant.
   2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
   3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
   4. Seal jacket to wall flashing with flashing sealant.

C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations.Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
   1. Comply with requirements in Division 07 Section "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

3.4 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.

2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.

3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.

4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.

5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.

6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.

7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.

8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.

9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.

2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.

3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.

4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches (50 mm) over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.

5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.5 CELLULAR-GLASS INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.

2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.

3. For insulation with factory-applied jackets on above ambient services, secure laps with outward clinched staples at 6 inches (150 mm) o.c.

4. For insulation with factory-applied jackets on below ambient services, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.

2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.

3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.

4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch (25 mm), and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:
1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.

2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

3.6 MINERAL-FIBER INSULATION INSTALLATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer’s recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
   a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
   b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
   c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
   d. Do not overcompress insulation during installation.
   e. Impale insulation over pins and attach speed washers.
   f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.

5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.

6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.

7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer’s recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.

2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.

3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

   a. On duct sides with dimensions 18 inches (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.

   b. On duct sides with dimensions larger than 18 inches (450 mm), space pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.

   c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.

   d. Do not overcompress insulation during installation.

   e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
b. Install vapor stops for ductwork and plenums operating below 50 deg F (10 deg C) at 18-foot (5.5-m) intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches (75 mm).

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.

6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where FSK jackets are indicated, install as follows:
   1. Draw jacket material smooth and tight.
   2. Install lap or joint strips with same material as jacket.
   3. Secure jacket to insulation with manufacturer's recommended adhesive.
   4. Install jacket with 1-1/2-inch (38-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.
   5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

B. Where PVC jackets are indicated, install with 1-inch (25-mm) overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
   1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

C. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.8 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:
   1. Indoor, concealed supply and return air.
2. Outdoor, exposed supply and return.

B. Items Not Insulated:

1. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
2. Factory-insulated flexible ducts.
3. Factory-insulated plenums and casings.
4. Flexible connectors.
5. Vibration-control devices.
6. Factory-insulated access panels and doors.

3.9 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket, 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density (R-8 minimum).

B. Concealed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket, 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density (R-8 minimum).

3.10 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:

1. Drainage piping located in crawl spaces.
2. Underground piping.
3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.11 INDOOR PIPING INSULATION SCHEDULE

A. Chilled Water Supply and Return Piping, above 40 Deg F:

1. NPS 12 and Smaller: Insulation shall be one of the following:
   a. Mineral-Fiber, Preformed Pipe, Type I: 1 inch thick.

B. Hot Water Supply and Return Piping: Insulation shall be the following:

1. Mineral-Fiber, Preformed Pipe, Type I: 1-1/2 inch thick.

3.12 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

A. Refrigerant Suction and Hot-Gas Piping: Insulation shall be one of the following:
1. Flexible Elastomeric: 1-1/2 inches (38 mm) thick.

B. Chilled Water Supply and Return Piping, above 40 Deg F:
   1. NPS 12 and Smaller: Insulation shall be one of the following:

C. Hot Water Supply and Return Piping: Insulation shall be the following:
   a. Mineral-Fiber, Preformed Pipe, Type I: 2 inch thick.

3.13 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Exposed:
   1. None.

D. Piping, Exposed:
   1. PVC: 20 mils (0.5 mm) thick.

3.14 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:
   1. None.

D. Piping, Exposed:
   1. Aluminum, corrugated: 0.024 inches thick.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:

1. Hot-water heating piping.
2. Chilled-water piping.
3. Condenser-water piping.
4. Makeup-water piping.
5. Condensate-drain piping.
6. Air-vent piping.
7. Safety-valve-inlet and -outlet piping.

B. Related Sections include the following:

1. Division 23 Section "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.

1.3 PERFORMANCE REQUIREMENTS

A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature:

1. Hot-Water Heating Piping: 150 psig at 200 deg F.
2. Chilled-Water Piping: 150 psig at 200 deg F.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

1.5 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the
appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 01.

1.6 EXTRA MATERIALS

A. Water-Treatment Chemicals: Furnish enough chemicals for initial system startup and for preventive maintenance for one year from date of Substantial Completion.

B. Differential Pressure Meter: For each type of balancing valve and automatic flow control valve, include flowmeter, probes, hoses, flow charts, and carrying case.

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

A. Drawn-Temper Copper Tubing: ASTM B 88, Type L.

A. Wrought-Copper Fittings: ASME B16.22.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. Anvil International, Inc.
   b. S. P. Fittings; a division of Star Pipe Products.
   c. Victaulic Company of America.

B. Copper or Bronze Pressure-Seal Fittings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. Stadler-Viega.

2. Housing: Copper.

3. O-Rings and Pipe Stops: EPDM.

4. Tools: Manufacturer's special tools.

5. Minimum 200-psig working-pressure rating at 250 deg F.

C. Copper, Mechanically Formed Tee Option: For forming T-branch on copper water tube.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. T-DRILL Industries Inc.
D. Wrought-Copper Unions: ASME B16.22.

2.2 STEEL PIPE AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.

B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in Part 3 "Piping Applications" Article.


E. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 25, 125, and 250; raised ground face, and bolt holes spot faced as indicated in Part 3 "Piping Applications" Article.

F. Wrought-Steel Fittings: ASTM A 234/A 234M, wall thickness to match adjoining pipe.

G. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:
   2. End Connections: Butt welding.
   3. Facings: Raised face.

H. Grooved Mechanical-Joint Fittings and Couplings:
   1. NOT PERMITTED.

2.3 JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.


G. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

2.4 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper-alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      b. Central Plastics Company.
      d. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
      e. Zurn Plumbing Products Group; AquaSpec Commercial Products Division.
   2. Factory-fabricated union assembly, for 250-psig minimum working pressure at 180 deg F.

D. Dielectric Flanges:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      b. Central Plastics Company.
      c. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
   2. Factory-fabricated companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.

E. Dielectric-Flange Kits:
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Advance Products & Systems, Inc.
   b. Calpico, Inc.
   c. Central Plastics Company.
   d. Pipeline Seal and Insulator, Inc.

2. Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

3. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.

F. Dielectric Couplings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Calpico, Inc.
   b. Lochinvar Corporation.

2. Galvanized-steel coupling with inert and noncorrosive thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.

G. Dielectric Nipples:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Perfection Corporation; a subsidiary of American Meter Company.
   b. Precision Plumbing Products, Inc.
   c. Sioux Chief Manufacturing Company, Inc.
   d. Victaulic Company of America.

2. Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

2.5 VALVES

A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Division 23 Section "General-Duty Valves for HVAC Piping."

B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Division 23 Section "Instrumentation and Control for HVAC."
C. Bronze, Calibrated-Orifice, Balancing Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Armstrong Pumps, Inc.
   b. Bell & Gossett Domestic Pump; a division of ITT Industries.
   c. Flow Design Inc.
   d. Gerand Engineering Co.
   e. Griswold Controls.
   f. Taco.

2. Body: Bronze, ball or plug type with calibrated orifice or venturi.
3. Ball: Brass or stainless steel.
4. Plug: Resin.
5. Seat: PTFE.
6. End Connections: Threaded or socket.
8. Handle Style: Lever, with memory stop to retain set position.
10. Maximum Operating Temperature: 250 deg F.

D. Cast-Iron or Steel, Calibrated-Orifice, Balancing Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Armstrong Pumps, Inc.
   b. Bell & Gossett Domestic Pump; a division of ITT Industries.
   c. Flow Design Inc.
   d. Gerand Engineering Co.
   e. Griswold Controls.
   f. Taco.
   g. Tour & Andersson; available through Victaulic Company of America.

2. Body: Cast-iron or steel body, ball, plug, or globe pattern with calibrated orifice or venturi.
3. Ball: Brass or stainless steel.
5. Disc: Glass and carbon-filled PTFE.
6. Seat: PTFE.
7. End Connections: Flanged or grooved.
9. Handle Style: Lever, with memory stop to retain set position.
11. Maximum Operating Temperature: 250 deg F.

E. Diaphragm-Operated, Pressure-Reducing Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Amtrol, Inc.
b. Armstrong Pumps, Inc.
c. Bell & Gossett Domestic Pump; a division of ITT Industries.
d. Conbraco Industries, Inc.
e. Spence Engineering Company, Inc.
f. Watts Regulator Co.; a division of Watts Water Technologies, Inc.

2. Body: Bronze or brass.
3. Disc: Glass and carbon-filled PTFE.
5. Stem Seals: EPDM O-rings.
6. Diaphragm: EPT.
7. Low inlet-pressure check valve.
8. Inlet Strainer: Stainless Steel, removable without system shutdown.
10. Valve Size, Capacity, and Operating Pressure: Selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

F. Diaphragm-Operated Safety Valves:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Amtrol, Inc.
   b. Armstrong Pumps, Inc.
   c. Bell & Gossett Domestic Pump; a division of ITT Industries.
   d. Conbraco Industries, Inc.
   e. Spence Engineering Company, Inc.
   f. Watts Regulator Co.; a division of Watts Water Technologies, Inc.

2. Body: Bronze or brass.
3. Disc: Glass and carbon-filled PTFE.
5. Stem Seals: EPDM O-rings.
6. Diaphragm: EPT.
8. Inlet Strainer: Stainless Steel, removable without system shutdown.
10. Valve Size, Capacity, and Operating Pressure: Comply with ASME Boiler and Pressure Vessel Code: Section IV, and selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

G. Automatic Flow-Control Valves:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Flow Design Inc.
   b. Griswold Controls.

2. Body: Brass or ferrous metal.
3. Piston and Spring Assembly: [Stainless steel] [Corrosion resistant], tamper proof, self cleaning, and removable.
4. Combination Assemblies: Include bronze or brass-alloy ball valve.
5. Identification Tag: Marked with zone identification, valve number, and flow rate.
6. Size: Same as pipe in which installed.
7. Performance: Maintain constant flow, plus or minus 5 percent over system pressure fluctuations.
9. Maximum Operating Temperature: 250 deg F.

2.6 AIR CONTROL DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Amtrol, Inc.
2. Armstrong Pumps, Inc.
3. Bell & Gossett Domestic Pump; a division of ITT Industries.
4. Taco.

B. Manual Air Vents:

1. Body: Bronze.
2. Internal Parts: Nonferrous.
3. Operator: Screwdriver or thumbscrew.
4. Inlet Connection: NPS 1/2.
7. Maximum Operating Temperature: 225 deg F.

C. Automatic Air Vents:

1. Body: Bronze or cast iron.
2. Internal Parts: Nonferrous.
4. Inlet Connection: NPS 1/2.
7. Maximum Operating Temperature: 240 deg F.

D. Expansion Tanks:

1. Tank: Welded steel, rated for 125-psig working pressure and 375 deg F maximum operating temperature, with taps in bottom of tank for tank fitting and taps in end of tank for gage glass. Tanks shall be factory tested with taps fabricated and labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

2. Air-Control Tank Fitting: Cast-iron body, copper-plated tube, brass vent tube plug, and stainless-steel ball check, 100-gal. unit only; sized for compression-tank diameter. Provide tank fittings for 125-psig working pressure and 250 deg F maximum operating temperature.
3. **Tank Drain Fitting:** Brass body, nonferrous internal parts; 125-psig working pressure and 240 deg F maximum operating temperature; constructed to admit air to compression tank, drain water, and close off system.

4. **Gage Glass:** Full height with dual manual shutoff valves, [3/4-inch-] <Insert dimension> diameter gage glass, and slotted-metal glass guard.

**E. Bladder-Type Expansion Tanks:**

1. **Tank:** Welded steel, rated for 125-psig working pressure and 375 deg F maximum operating temperature. Factory test with taps fabricated and supports installed and labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

2. **Bladder:** Securely sealed into tank to separate air charge from system water to maintain required expansion capacity.

3. **Air-Charge Fittings:** Schrader valve, stainless steel with EPDM seats.

**F. Combination Air and Dirt Separators:**

1. Full-flow coalescing type combination air eliminator and dirt separator shall be fabricated steel, rated for 150 psig working pressure, stamped and registered in accordance with ASME Section VIII, Division 1 for unfired pressure vessels, and include two equal chambers above and below the inlet / outlet nozzles.

2. Unit shall include internal structured elements filling the entire vessel to suppress turbulence and provide air elimination efficiency of 100% free air, 100% entrained air, and 99.6% dissolved air at the installed location. Dirt separation efficiency shall be a minimum of 80% of all particles 30 micron and larger within 100 passes. The elements must be fabricated by the manufacturer and consist of a copper core tube with continuous wound copper wire medium permanently attached and followed by a separate continuous wound copper wire permanently affixed.

3. Each unit shall have a separate venting chamber to prevent system contaminants from harming the float and venting valve operation. At the top of the venting chamber shall be an integral full port float actuated brass venting mechanism. Units shall include a side tap valve to flush floating dirt or liquids and for quick bleeding of large amounts of air during system fill or refill. Unit shall be manufactured with a removable lower head for internal inspection.

4. **Maximum Working Pressure:** Up to 150 psig.

5. **Maximum Operating Temperature:** Up to 300 deg F.

**2.7 CHEMICAL TREATMENT**

**A. Bypass Chemical Feeder:** Welded steel construction; 125-psig working pressure; 5-gal. capacity; with fill funnel and inlet, outlet, and drain valves.

1. **Chemicals:** Specially formulated, based on analysis of makeup water, to prevent accumulation of scale and corrosion in piping and connected equipment.

**B. Ethylene and Propylene Glycol:** Industrial grade with corrosion inhibitors and environmental-stabilizer additives for mixing with water in systems indicated to contain antifreeze or glycol solutions.
2.8 HYDRONIC PIPING SPECIALTIES

A. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
3. Strainer Screen: [40] [60]-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.

B. Basket Strainers:

1. Body: ASTM A 126, Class B, high-tensile cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
3. Strainer Screen: [40] [60]-mesh startup strainer, and perforated stainless-steel basket with 50 percent free area.

C. T-Pattern Strainers:

1. Body: Ductile or malleable iron with removable access coupling and end cap for strainer maintenance.
2. End Connections: Grooved ends.
3. Strainer Screen: [40] [60]-mesh startup strainer, and perforated stainless-steel basket with 57 percent free area.
4. CWP Rating: 750 psig.

D. Stainless-Steel Bellow, Flexible Connectors:

2. End Connections: Threaded or flanged to match equipment connected.
4. CWP Rating: 150 psig.
5. Maximum Operating Temperature: 250 deg F.

E. Expansion fittings are specified in Division 23 Section "Expansion Fittings and Loops for HVAC Piping."

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

A. Hot-water heating piping, aboveground, [NPS 2 and smaller.] shall be any of the following:
1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
2. Schedule 40 steel pipe; Class 150, malleable-iron fittings; cast-iron flanges and flange fittings; and threaded joints.

B. Hot-water heating piping, aboveground, [NPS 2-1/2 and larger,] shall be the following:
1. Schedule 40 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.

C. Chilled-water piping, aboveground, NPS 2 and smaller, shall be any of the following:
1. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
2. Schedule 40 steel pipe; Class 150, malleable-iron fittings; cast-iron flanges and flange fittings; and threaded joints.

D. Chilled-water piping, aboveground, NPS 2-1/2 and larger, shall be the following:
1. Schedule 40 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.

E. Condenser-water piping, aboveground, NPS 2-1/2 and larger, shall be the following:
1. Schedule 40 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.

A. Makeup-water piping installed aboveground shall be the following:
1. Type L drawn-temper copper tubing, wrought-copper fittings, and soldered joints.

B. Condensate-Drain Piping: Type [M], drawn-temper copper tubing, wrought-copper fittings, and soldered joints.

C. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.

D. Air-Vent Piping:
1. Inlet: Same as service where installed with metal-to-plastic transition fittings for plastic piping systems according to the piping manufacturer's written instructions.
2. Outlet: Type K, annealed-temper copper tubing with soldered or flared joints.

E. Safety-Valve-Inlet and -Outlet Piping for Hot-Water Piping: Same materials and joining methods as for piping specified for the service in which safety valve is installed with metal-to-plastic transition fittings for plastic piping systems according to the piping manufacturer's written instructions.

3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

B. Install throttling-duty valves at each branch connection to return main.
C. Install calibrated-orifice, balancing valves in the return pipe of each heating or cooling terminal.

D. Install check valves at each pump discharge and elsewhere as required to control flow direction.

E. Install safety valves at hot-water generators and elsewhere as required by ASME Boiler and Pressure Vessel Code. Install drip-pan elbow on safety-valve outlet and pipe without valves to the outdoors; and pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.

F. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.

3.3 PIPING INSTALLATIONS

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping to permit valve servicing.

F. Install piping at indicated slopes.

G. Install piping free of sags and bends.

H. Install fittings for changes in direction and branch connections.

I. Install piping to allow application of insulation.

J. Select system components with pressure rating equal to or greater than system operating pressure.

K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
L. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.

M. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

N. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

O. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

P. Install valves according to Division 23 Section "General-Duty Valves for HVAC Piping."

Q. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

R. Install flanges in piping, NPS 2-1/2 and larger, at final connections of equipment and elsewhere as indicated.

S. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, in-line pump, and elsewhere as indicated. Install NPS 3/4 nipple and ball valve in blowdown connection of strainers NPS 2 and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2.

T. Install expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Division 23 Section "Expansion Fittings and Loops for HVAC Piping."

U. Identify piping as specified in Division 23 Section "Identification for HVAC Piping and Equipment."

3.4 HANGERS AND SUPPORTS

A. Hanger, support, and anchor devices are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.

B. Seismic restraints are specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

C. Install the following pipe attachments:

1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet or longer.
3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
4. Spring hangers to support vertical runs.
5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.

D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
2. NPS 1: Maximum span, 7 feet; minimum rod size, 3/8 inch.
3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
4. NPS 1-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
5. NPS 2: Maximum span, 10 feet; minimum rod size, 3/8 inch.
6. NPS 2-1/2: Maximum span, 11 feet; minimum rod size, 1/2 inch.
7. NPS 3: Maximum span, 12 feet; minimum rod size, 1/2 inch.
8. NPS 3-1/2: Maximum span, 13 feet; minimum rod size, 1/2 inch.
9. NPS 4: Maximum span, 14 feet; minimum rod size, 5/8 inch.
10. NPS 5: Maximum span, 16 feet; minimum rod size, 5/8 inch.
11. NPS 6: Maximum span, 17 feet; minimum rod size, 3/4 inch.
12. NPS 8: Maximum span, 19 feet; minimum rod size, 3/4 inch.
13. NPS 10: Maximum span, 22 feet; minimum rod size, 7/8 inch.
14. NPS 12: Maximum span, 23 feet; minimum rod size, 7/8 inch.
15. NPS 14: Maximum span, 25 feet; minimum rod size, 1 inch.
16. NPS 16: Maximum span, 27 feet; minimum rod size, 1 inch.
17. NPS 18: Maximum span, 28 feet; minimum rod size, 1 inch.
18. NPS 20: Maximum span, 30 feet; minimum rod size, 1-1/4 inches.

E. Install hangers for drawn-temper copper tubing with the following maximum spacing and minimum rod sizes:

1. NPS 3/4: Maximum span, 5 feet; minimum rod size, 3/8 inch.
2. NPS 1: Maximum span, 6 feet; minimum rod size, 3/8 inch.
3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
4. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
5. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
6. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 1/2 inch.
7. NPS 3: Maximum span, 10 feet; minimum rod size, 1/2 inch.

F. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors.

3.5 PIPE JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.


F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.


H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.6 HYDRONIC SPECIALTIES INSTALLATION

A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

B. Install automatic air vents at high points of system piping in mechanical equipment rooms only. Manual vents at heat-transfer coils and elsewhere as required for air venting.

C. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.

D. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 and larger.

E. Install tangential air separator in pump suction. Install blowdown piping with gate or full-port ball valve; extend full size to nearest floor drain.

F. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches above the floor. Install feeder in minimum NPS 3/4 bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Install NPS 3/4 pipe from chemical feeder drain, to nearest equipment drain and include a full-size, full-port, ball valve.
G. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.

1. Install tank fittings that are shipped loose.
2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.

H. Install expansion tanks on the floor. Vent and purge air from hydronic system, and ensure tank is properly charged with air to suit system Project requirements.

3.7 TERMINAL EQUIPMENT CONNECTIONS

A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.

B. Install control valves in accessible locations close to connected equipment.

C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

D. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Division 23 Section "Meters and Gages for HVAC Piping."

3.8 CHEMICAL TREATMENT

A. Perform an analysis of makeup water to determine type and quantities of chemical treatment needed to keep system free of scale, corrosion, and fouling, and to sustain the following water characteristics:

1. pH: 9.0 to 10.5.
2. "P" Alkalinity: 100 to 500 ppm.
3. Boron: 100 to 200 ppm.
4. Chemical Oxygen Demand: Maximum 100 ppm.
5. Corrosion Inhibitor:
   a. Sodium Nitrate: 1000 to 1500 ppm.
   b. Molybdate: 200 to 300 ppm.
   c. Chromate: 200 to 300 ppm.
   d. Sodium Nitrate Plus Molybdate: 100 to 200 ppm each.
   e. Chromate Plus Molybdate: 50 to 100 ppm each.
6. Soluble Copper: Maximum 0.20 ppm.
7. Tolyriazole Copper and Yellow Metal Corrosion Inhibitor: Minimum 10 ppm.
8. Total Suspended Solids: Maximum 10 ppm.
10. Free Caustic Alkalinity: Maximum 20 ppm.
11. Microbiological Limits:
a. Total Aerobic Plate Count: Maximum 1000 organisms/ml.
b. Total Anaerobic Plate Count: Maximum 100 organisms/ml.
c. Nitrate Reducers: 100 organisms/ml.
d. Sulfate Reducers: Maximum 0 organisms/ml.
e. Iron Bacteria: Maximum 0 organisms/ml.

B. Fill system with fresh water and add liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products from piping. Circulate solution for a minimum of 24 hours, drain, clean strainer screens, and refill with fresh water.

C. Add initial chemical treatment and maintain water quality in ranges noted above for the first year of operation.

3.9 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:
   1. Leave joints, including welds, uninsulated and exposed for examination during test.
   2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
   3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
   4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
   5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:
   1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
   2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
   3. Isolate expansion tanks and determine that hydronic system is full of water.
   4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
   5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.
3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
7. Verify lubrication of motors and bearings.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Separately coupled, base-mounted, end-suction centrifugal pumps.

1.3 DEFINITIONS

A. Buna-N: Nitrile rubber.
B. EPT: Ethylene propylene terpolymer.

1.4 SUBMITTALS

A. Product Data: Include certified performance curves and rated capacities, operating characteristics, furnished specialties, final impeller dimensions, and accessories for each type of product indicated. Indicate pump's operating point on curves.

B. Shop Drawings: Show pump layout and connections. Include setting drawings with templates for installing foundation and anchor bolts and other anchorages.

C. Operation and Maintenance Data: For pumps to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain hydronic pumps through one source from a single manufacturer.

B. Product Options: Drawings indicate size, profiles, and dimensional requirements of hydronic pumps and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements."
C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. UL Compliance: Comply with UL 778 for motor-operated water pumps.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Manufacturer's Preparation for Shipping: Clean flanges and exposed machined metal surfaces and treat with anticorrosion compound after assembly and testing. Protect flanges, pipe openings, and nozzles with wooden flange covers or with screwed-in plugs.

B. Store pumps in dry location.

C. Retain protective covers for flanges and protective coatings during storage.

D. Protect bearings and couplings against damage from sand, grit, and other foreign matter.

E. Comply with pump manufacturer's written rigging instructions.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 SEPARATELY COUPLED, BASE-MOUNTED, END-SUCTION CENTRIFUGAL PUMPS

A. Manufacturers:

1. Bell & Gossett; Div. of ITT Industries.

2. Armstrong Pumps Inc.
3. Taco, Inc.

B. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, separately coupled, end-suction pump as defined in HI 1.1-1.2 and HI 1.3; designed for base mounting, with pump and motor shafts horizontal. Rate pump for 175-psig minimum working pressure and a continuous water temperature of 200 deg F.

C. Pump Construction:

1. Casing: Radially split, cast iron, with replaceable bronze wear rings, threaded gage tappings at inlet and outlet, drain plug at bottom and air vent at top of volute, and flanged connections. Provide integral mount on volute to support the casing, and attached piping to allow removal and replacement of impeller without disconnecting piping or requiring the realignment of pump and motor shaft.

2. Impeller: ASTM B 584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. Trim impeller to match specified performance.


4. Mechanical Seal: Carbon rotating ring against a ceramic seat held by a stainless-steel spring, and Buna-N bellows and gasket.

5. Pump Bearings: Grease-lubricated ball bearings contained in cast-iron housing with grease fittings.

D. Shaft Coupling: Molded rubber insert and interlocking spider capable of absorbing vibration. EPDM coupling sleeve for variable-speed applications.

E. Coupling Guard: Dual rated; ANSI B15.1, Section 8; OSHA 1910.219 approved; steel; removable; attached to mounting frame.

F. Mounting Frame: Welded-steel frame and cross members, factory fabricated from ASTM A 36/A 36M channels and angles. Fabricate to mount pump casing, coupling guard, and motor.

G. Motor: Single speed, with permanently lubricated ball bearings, unless otherwise indicated; secured to mounting frame, with adjustable alignment. Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."

2.3 PUMP SPECIALTY FITTINGS

A. Suction Diffuser: Angle pattern, 175-psig pressure rating, cast-iron body and end cap, pump-inlet fitting; with bronze startup and bronze or stainless-steel permanent strainers; bronze or stainless-steel straightening vanes; drain plug; and factory-fabricated support.
PART 3 - EXECUTION

3.1 EXAMINATION
A. Examine equipment foundations and anchor-bolt locations for compliance with requirements for installation tolerances and other conditions affecting performance of work.
B. Examine roughing-in for piping systems to verify actual locations of piping connections before pump installation.
C. Examine foundations and inertia bases for suitable conditions where pumps are to be installed.
D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONCRETE BASES
A. Install concrete bases of dimensions indicated for pumps and controllers. Refer to Division 23 Section "Common Work Results for HVAC."
   1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around full perimeter of base.
   2. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
   3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   4. Install anchor bolts to elevations required for proper attachment to supported equipment.
B. Cast-in-place concrete materials and placement requirements are specified in Division 03.

3.3 PUMP INSTALLATION
A. Comply with HI 1.4.
B. Install pumps with access for periodic maintenance including removal of motors, impellers, couplings, and accessories.
C. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.
D. Set base-mounted pumps on concrete foundation. Disconnect coupling before setting. Do not reconnect couplings until alignment procedure is complete.
   1. Support pump baseplate on rectangular metal blocks and shims, or on metal wedges with small taper, at points near foundation bolts to provide a gap of 3/4 to 1-1/2 inches between pump base and foundation for grouting.
2. Adjust metal supports or wedges until pump and driver shafts are level. Check coupling faces and suction and discharge flanges of pump to verify that they are level and plumb.

3.4 ALIGNMENT

A. Align pump and motor shafts and piping connections after setting on foundation, grout has been set and foundation bolts have been tightened, and piping connections have been made.

B. Comply with pump and coupling manufacturers' written instructions.

C. Adjust pump and motor shafts for angular and offset alignment by methods specified in HI 1.1-1.5, "Centrifugal Pumps for Nomenclature, Definitions, Application and Operation."

D. After alignment is correct, tighten foundation bolts evenly but not too firmly. Completely fill baseplate with nonshrink, nonmetallic grout while metal blocks and shims or wedges are in place. After grout has cured, fully tighten foundation bolts.

3.5 CONNECTIONS

A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to machine to allow service and maintenance.

C. Connect piping to pumps. Install valves that are same size as piping connected to pumps.

D. Install suction and discharge pipe sizes equal to or greater than diameter of pump nozzles.

E. Install check valve and throttling valve on discharge side of pumps.

F. Install Y-type strainer suction diffuser and shutoff valve on suction side of pumps.

G. Install flexible connectors on suction and discharge sides of base-mounted pumps between pump casing and valves.

H. Install pressure gages on pump suction and discharge, at integral pressure-gage tapping, or install single gage with multiple input selector valve.

I. Install electrical connections for power, controls, and devices.

J. Ground equipment according to Division 26

K. Connect wiring according to Division 26
3.6 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Check piping connections for tightness.
3. Clean strainers on suction piping.
4. Perform the following startup checks for each pump before starting:
   a. Verify bearing lubrication.
   b. Verify that pump is free to rotate by hand and that pump for handling hot liquid is free to rotate with pump hot and cold. If pump is bound or drags, do not operate until cause of trouble is determined and corrected.
   c. Verify that pump is rotating in the correct direction.
5. Prime pump by opening suction valves and closing drains, and prepare pump for operation.
7. Open discharge valve slowly.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain hydronic pumps. Refer to Division 01 Section "Demonstration and Training."

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Rectangular ducts and fittings.
   2. Round ducts and fittings.
   4. Duct liner.
   5. Sealants and gaskets.
   6. Hangers and supports.

B. Related Sections:
   1. Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
   2. Division 23 Section "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.2 PERFORMANCE REQUIREMENTS

A. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE


B. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6.4.4 - "HVAC System Construction and Insulation."
PART 2 - PRODUCTS

2.1 RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-4, "Transverse (Girth) Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-5, "Longitudinal Seams - Rectangular Ducts," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 2, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 ROUND DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. McGill AirFlow LLC.
   b. SEMCO Incorporated.
   c. Sheet Metal Connectors, Inc.
   d. Spiral Manufacturing Co., Inc.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Transverse Joints - Round Duct," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches (1524 mm) in Diameter: Flanged.
C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Seams - Round Duct and Fittings," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Fabricate round ducts larger than 90 inches (2286 mm) in diameter with butt-welded longitudinal seams.

D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.4 DUCT LINER

A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. CertainTeed Corporation; Insulation Group.
b. Johns Manville.
c. Knauf Insulation.
d. Owens Corning.

2. Maximum Thermal Conductivity:
   a. Type II, Rigid: \(0.27\) Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.

3. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.

4. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.
   a. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Insulation Pins and Washers:

1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch-diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.

2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick galvanized steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

C. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-19, "Flexible Duct Liner Installation."

1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.

2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.

3. Butt transverse joints without gaps, and coat joint with adhesive.

4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.

5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.

6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm.

7. Secure liner with mechanical fasteners 4 inches from corners and at intervals not exceeding 12 inches transversely; at 3 inches from transverse joints and at intervals not exceeding 18 inches longitudinally.

8. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
a. Fan discharges.
b. Intervals of lined duct preceding unlined duct.
c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm or where indicated.

2.5 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Water-Based Joint and Seam Sealant:
   1. Application Method: Brush on.
   2. Solids Content: Minimum 65 percent.
   5. Mold and mildew resistant.
   6. VOC: Maximum 75 g/L (less water).
   7. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
   8. Service: Indoor or outdoor.
   9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

C. Flanged Joint Sealant: Comply with ASTM C 920.
   2. Type: S.
   3. Grade: NS.
   5. Use: O.
   6. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

E. Round Duct Joint O-Ring Seals:
   1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg (0.14 L/s per sq. m at 250 Pa) and shall be rated for 10-inch wg (2500-Pa) static-pressure class, positive or negative.
   2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
   3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.

F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:
   3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

G. Install roof duct supports at 8'-0" O.C. maximum.

3.5 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Division 23 Section "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 PAINTING

A. Paint exterior of metal ducts that are visible. Paint materials and application requirements are specified in Division 09 painting Sections.

3.7 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

3.8 START UP

A. Air Balance: Comply with requirements in Division 23 Section "Testing, Adjusting, and Balancing for HVAC."

3.9 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
A. Supply and Return Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
   a. Pressure Class: Positive 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: B.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

2. Ducts Connected to Constant-Volume Air-Handling Units:
   a. Pressure Class: Positive 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: B.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

3. Ducts Connected to Equipment Not Listed Above:
   a. Pressure Class: Positive 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: B.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

B. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
   a. Pressure Class: Negative 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: B if negative pressure, and A if positive pressure.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

2. Ducts Connected to Equipment Not Listed Above:
   a. Pressure Class: Positive or negative 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: B if negative pressure, and A if positive pressure.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

C. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
   a. Pressure Class: Positive or negative 1-inch wg (250 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

D. Intermediate Reinforcement:
1. **Galvanized-Steel Ducts:** Galvanized steel or carbon steel coated with zinc-chromate primer.

2. **Stainless-Steel Ducts:**
   a. Exposed to Airstream: Match duct material.
   b. Not Exposed to Airstream: Match duct material.

E. **Liner:**
1. Supply Air Ducts: Fibrous glass, Type I, 1-1/2 inches (38 mm) thick.
2. Return Air Ducts: Fibrous glass, Type I, 1-1/2 inches (38 mm) thick.
3. Supply Fan Plenums: Fibrous glass, Type II, 1-1/2 inches (38 mm) thick.
4. Return- and Exhaust-Fan Plenums: Fibrous glass, Type II, 2 inches (51 mm) thick.
5. Transfer Ducts: Fibrous glass, Type I, 1-1/2 inches (38 mm) thick.

F. **Elbow Configuration:**
1. Rectangular Duct: Comply with SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Elbows."
   a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
   b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
   c. Mitered Type RE 2 with vanes complying with SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."

2. Round Duct: Comply with SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-3, "Round Duct Elbows."
   a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
      1) Velocity 1000 fpm (5 m/s) or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
      2) Velocity 1000 to 1500 fpm (5 to 7.6 m/s): 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
      3) Velocity 1500 fpm (7.6 m/s) or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
      4) Radius-to Diameter Ratio: 1.5.
   b. Round Elbows, 12 Inches (305 mm) and Smaller in Diameter: Stamped or pleated.
   c. Round Elbows, 14 Inches (356 mm) and Larger in Diameter: Standing seam.

G. **Branch Configuration:**
1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-6, "Branch Connections."
   a. Rectangular Main to Rectangular Branch: 45-degree entry.

2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees." Saddle taps are permitted in existing duct.
   a. Velocity up to 1500 fpm (5 to 7.6 m/s): Conical tap.
   b. Velocity 1500 fpm (7.6 m/s) or Higher: 45-degree lateral.

END OF SECTION
SECTION 233300
AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   2. Flange connectors.
   3. Flexible connectors.
   4. Duct accessory hardware.

1.3 SUBMITTALS
A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE
B. Comply with AMCA 500-D testing for damper rating.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
   1. Galvanized Coating Designation: G60.
   2. Exposed-Surface Finish: Mill phosphatized.
C. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.2 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Air Balance Inc.; a division of Mestek, Inc.
   b. American Warming and Ventilating; a division of Mestek, Inc.
   c. Nailor Industries Inc.
   d. Pottorff; a division of PCI Industries, Inc.
   e. Ruskin Company.

2. Standard leakage rating.
3. Suitable for horizontal or vertical applications.
4. Frames:
   a. Hat-shaped, galvanized-steel channels, 0.064-inch minimum thickness.
   b. Mitered and welded corners.
   c. Flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:
   a. Multiple or single blade.
   b. Parallel- or opposed-blade design.
   c. Stiffen damper blades for stability.
   d. Galvanized-steel, 0.064 inch thick.

7. Bearings:
   a. Oil-impregnated bronze or Stainless-steel sleeve.
   b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Galvanized steel.

B. Jackshaft:

2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

C. Damper Hardware:
   2. Include center hole to suit damper operating-rod size.
   3. Include elevated platform for insulated duct mounting.

2.3 FLANGE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Ductmate Industries, Inc.
   2. Nexus PDQ; Division of Shilco Holdings Inc.

B. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

C. Material: Galvanized steel.

D. Gage and Shape: Match connecting ductwork.

2.4 FLEXIBLE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Ductmate Industries, Inc.
   2. Duro Dyne Inc.
   3. Ventfabrics, Inc.

B. Materials: Flame-retardant or noncombustible fabrics.

C. Coatings and Adhesives: Comply with UL 181, Class 1.


   1. Minimum Weight: 26 oz./sq. yd..
   2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
   3. Service Temperature: Minus 40 to plus 200 deg F.

1. Minimum Weight: 24 oz./sq. yd..
3. Service Temperature: Minus 50 to plus 250 deg F.

2.5 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.

C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

D. Install volume dampers at points on supply, return, outside-air and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

1. Install steel volume dampers in steel ducts.

E. Set dampers to fully open position before testing, adjusting, and balancing.

F. Install test holes at fan inlets and outlets and elsewhere as indicated.

G. Install flexible connectors to connect ducts to equipment.

H. For fans developing static pressures of 5-inch wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.

I. Install duct test holes where required for testing and balancing purposes.
3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:
   1. Operate dampers to verify full range of movement.
   2. Inspect locations of access doors and verify that purpose of access door can be performed.
   3. Inspect turning vanes for proper and secure installation.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pleated panel filters.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. ASHRAE Compliance:

1. Comply with applicable requirements in ASHRAE 62.1, Section 4 - "Outdoor Air Quality"; Section 5 - "Systems and Equipment"; and Section 7 - "Construction and Startup."

2. Comply with ASHRAE 52.1 for arrestance and ASHRAE 52.2 for MERV for methods of testing and rating air-filter units.

PART 2 - PRODUCTS

2.1 PLEATED PANEL FILTERS

A. Description: Factory-fabricated, self-supported, extended-surface, pleated, panel-type, disposable air filters.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. AAF International.
   b. Airguard.
   c. Camfil Farr.

B. Filter Unit Class: UL 900, Class 1 or Class 2.

C. Media: Interlaced glass or synthetic fibers coated with nonflammable adhesive.

1. Adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Media shall be coated with an antimicrobial agent.
3. Separators shall be bonded to the media to maintain pleat configuration.
4. Welded wire grid shall be on downstream side to maintain pleat.
5. Media shall be bonded to frame to prevent air bypass.
6. Support members on upstream and downstream sides to maintain pleat spacing.

D. Filter-Media Frame: Cardboard frame with perforated metal retainer sealed or bonded to the media.

E. Capacities and Characteristics:
   1. Thickness or Depth: 1 inch or 2 inches.
   2. Maximum or Rated Face Velocity: 500 fpm.
   3. Initial Resistance: 0.35-inch wg at 350 fpm.
   5. Minimum MERV Rating: 13 when tested according to ASHRAE 52.2.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Position each filter unit with clearance for normal service and maintenance. Anchor filter holding frames to substrate.

B. Install filters in position to prevent passage of unfiltered air.

C. Install filter gage for each filter bank.

D. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing with new, clean filters.

E. Install filter-gage, static-pressure taps upstream and downstream from filters. Install filter gages on filter banks with separate static-pressure taps upstream and downstream from filters. Mount filter gages on outside of filter housing or filter plenum in an accessible position. Adjust and level inclined gages.

F. Coordinate filter installations with duct and air-handling-unit installations.

3.2 CLEANING

A. After completing system installation and testing, adjusting, and balancing of air-handling and air-distribution systems, clean filter housings and install new filter media.

END OF SECTION
SECTION 23 73 23
CUSTOM CENTRAL STATION AIR HANDLING UNITS

PART 1 - GENERAL

1.01 SECTION INCLUDES

Design, performance criteria, controls, and installation requirements for Custom Indoor Central Station Air Handling Units.

1.02 REFERENCES

B. AMCA /ANSI Standard 204: Balance Quality and Vibration Levels for Fans
C. AMCA Standard 210: Laboratory Methods of Testing Fans for Ratings
D. AMCA Standard 300: Reverberant Room Method for Sound Testing of Fans
E. AMCA Standard 500: Test Methods for Louvers, Dampers and Shutters
F. ARI Standard 410: Forced-Circulation Air-Cooling and Air-Heating Coil
G. ASHRAE Standard 52: Gravimetric and Dust Spot Procedures for Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter
J. ASTM A-525: Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process

1.03 SUBMITTALS

A. Submit shop drawings and product data in accordance with Division 1.

B. Submittals shall include the following:
   1. Dimensioned plan and elevation view drawings, including motor starter and control cabinets, required clearances, and location of all field connections.
   2. Summary of all auxiliary utility requirements such as: electricity, water, compressed air, etc. Summary shall indicate quality and quantity of each required utility.
   3. Ladder type schematic drawing of the power and ancillary utility field hookup requirements, indicating all items that are furnished.
   4. Manufacturer’s performance of each unit. Selection shall indicate, as a minimum, the following:
      a. Input data used for selection.
      b. Model number of the unit.
      c. Net capacity.
      d. Rated load amp draw.
      e. Noise levels produced by equipment.
      f. Fan curves.
      g. Approximate unit shipping weight.
1.04  OPERATION AND MAINTENANCE DATA

A. Include data on design, inspection and procedures related to preventative maintenance. Operation and Maintenance manuals shall be submitted at the time of unit shipment.

1.05  QUALIFICATIONS

A. Manufacturer shall be a company specializing in the design and manufacture of commercial / industrial custom HVAC equipment. Manufacturer shall have been in production of custom HVAC equipment for a minimum of 5 years.

1.06  DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under the supervision of the owner.

1.07  SEQUENCING AND SCHEDULING

A. Coordinate work performed under this section with work performed under the separate installation contract.

1.08  WARRANTY

A. The complete unit shall be covered by a parts warranty issued by the manufacturer covering the first year of operation. This warranty period shall start upon receipt of start-up forms for the unit or eighteen months after the date of shipment, whichever occurs first.

B. The installing contractor shall provide labor warranty during the unit's first year of operation.

PART TWO: PRODUCTS

2.01  MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Alliance
   2. Energy Labs
   3. UMP

2.02  GENERAL

A. Furnish and install where shown on the plans, mechanical frame style air handling units specifically designed for OUTDOOR application with construction features as specified below. The units shall be provided and installed in strict accordance with the specifications. All units shall be complete with all components and accessories as
2.03 Factory Testing and Quality Control

A. Standard Factory Tests: The fans shall be factory run tested to ensure structural integrity and proper RPM. All electrical circuits shall be tested to ensure correct operation before shipment of unit. Units shall pass quality control and be thoroughly cleaned prior to shipment.

2.04 UNIT CONSTRUCTION DESCRIPTION

A. General: Provide factory-fabricated air handling units with capacity as indicated on the schedule. Units shall have overall dimensions as indicated and fit into the space available with adequate clearance for service as determined by the Engineer. Units shall be completely assembled. Multiple sectioned units shall be shipped as a single factory assembled piece (except where shipping limitations prevent) de-mounted into modular sections in the field by the contractor. Units shall be furnished with sufficient gasket and bolts for reassembly in the field by the contractor. Unit manufacturer shall provide certified ratings conforming to the latest edition of AMCA 210, 310, 500 and ARI 410. All electrical components and assemblies shall comply with NEMA standards. Unit internal insulation must have a flame spread rating not over 25 and smoke developed rating no higher than 50 complying with NFPA 90A, “Standard for the Installation of Air Conditioning and Ventilating Systems.” Units shall comply with NFPA 70, “National Electrical Code,” as applicable for installation and electrical connections of ancillary electrical components of air handling units. Tags and decals to aid in service or indicate caution areas shall be provided. Electrical wiring diagrams shall be attached to the control panel access doors. Operation and maintenance manuals shall be furnished with each unit. Units shall be UL or ETL listed.

B. Rigging Provision – Multiple Piece Units: Units shipped in multiple sections shall be engineered for field assembly. The base frame shall have integral lifting lugs. The lifting lugs shall be fabricated from Aluminum with an appropriate rigging hole. Lifting lugs shall be located at the corner of each section (and along the sides if required) and sized to allow rigging and handling of the unit. All gasket and necessary assembly hardware shall ship loose with unit. Junction boxes with a factory supplied numbered terminal strip shall be supplied at each shipping split for reconnection of control wiring.

Unit Base - Floor: Unit perimeter base shall be completely welded and fabricated using heavy gauge Aluminum tubing. (Note: bolted bases are not acceptable) C-Channel cross supports shall be welded to perimeter base Aluminum tubing and located on maximum 24” centers to provide support for internal components. Base rails shall include lifting lugs welded to perimeter base at the corner of the unit or each section if de-mounted. Entire base frame is to be painted with a phenolic coating for long term corrosion resistance. Internal walk-on floor shall be .125 aluminum tread plate.

C. The outer sub-floor of the unit shall be made from .063 Aluminum. The floor cavity shall be spray foam insulated with floor seams gasketed for thermal break and sealed for airtight / watertight construction. Where access is provided to the unit interior, floor
openings shall be covered with walk on phenolic coated steel safety grating. Single wall floors with glued and pinned insulation and no sub floor are not acceptable. Base frame shall be attached to the unit at the factory.

D. Unit Casing – The construction of the air handling unit shall consist of a (1” x 2”) aluminum frame with formed .063 Aluminum exterior casing panels. The exterior casing panels shall be attached to the gasketed (1 x 2) aluminum frame with corrosion resistant fasteners. All casing panels shall be completely removable from the unit exterior without affecting the unit’s structural integrity. The air handling unit casing shall be of the “no-through-metal” design. The casing shall incorporate insulating thermal breaks as required so that, when fully assembled, there’s no path of continuous unbroken metal to metal conduction from inner to outer surfaces. Provide necessary support to limit casing deflection to L/200 of the narrowest panel dimension. If panels cannot meet this deflection, additional internal reinforcing is required. All panel seams shall be caulked and sealed for an airtight unit. Leakage rates shall be less than 1% at design static pressure or 9” W.C. whichever is greater.

The exterior panel finish shall be Painted with a polyester resin coating designed for long Term corrosion resistance meeting or exceeding (ASTM B-117) Salt Spray Resistance at 95 degrees F. 2500 hrs. and (ASTM D-2247) Humidity Resistance at 95 degrees F. 2500 hrs. The color shall be Manufacturer standard color.

E. Double Wall Liner - Each unit shall have double wall construction with .025 Aluminum liner in the entire unit. The double wall interior panel shall be removable from the outside if the unit without affecting the structural integrity of the unit.

F. Insulation - Entire unit to be insulated with a full 3” (R12.5) thick non-compressed fiberglass insulation. The insulation shall have an effective thermal conductivity (C) of .24 (BTU in./sq.ft. F") and a noise reduction coefficient (NRC) of 0.70 / per inch thick (based on a type "A" mounting). The coefficients shall meet or exceed a 3.0 P.C.F. density material rating. Insulation shall meet the erosion requirements of UL 181 facing the air stream and fire hazard classification of 25/50 (per ASTM-84 and UL 723 and CAN/ULC S102-M88) and meet NFPA 90A and 90B. All insulation edges shall be encapsulated within the panel. All perforated sections shall have Micromat® or equal insulation with non-woven mat facing, 5000 fpm rating and non-hygroscopic fibers as manufactured by Johns Manville or approved equal.

G. Access Doors - The unit shall be equipped with a solid double wall insulated (same as the unit casing), hinged access doors as shown on the plans. The doorframe shall be extruded aluminum, foam filled with a built in thermal break barrier and full perimeter gasket. The door hinge assembly shall be completely adjustable die cast stainless steel. There shall be a minimum of two heavy duty handles per door. Provide ETL, UL 1995, and CAL-OSHA approved tool operated safety latch on all fan section access doors. Access doors (in the fan section) (all sections) shall be provided with a 10 x 10 dual thermal pane safety glass window.

H. Provide cross broke roofcap system to divert water from the top surface of the air handler. The rain shed roofcap shall have 2"standing seams covered with splice cap
channels to seal top seam. Splice cap shall break down over sides of standing seam to protect the ends of the seam.

1. Rooftop air handler cooling coil piping shall extend through the unit casing for field connection. The installing contractor shall insure that connecting piping is protected from weather.

2.05 UNIT COMPONENT DESCRIPTION

A. Unit Fans: All fans shall meet the air flow performance specified and shall not exceed the break horsepower or sound power levels specified on the mechanical equipment schedule. Fan performance shall be based on testing and be in accordance with AMCA Standards 210 and 300. All fans shall have a steep pressure/volume curve. Fan shaft shall be turned, ground and polished solid steel rated at maximum RPM below critical speed. Fan wheel and sheaves shall be keyed to the shaft. Fan shall be balanced per ANSI / AMCA 204-96 fan application category BV-3 using a digital signal analyzer at the design RPM with belts and drives in place to a vibration velocity less than or equal to 0.157 inches per second measured horizontal and vertical at each bearing pad. Vibration amplitudes are in inches/second-Peak. All values are filter-in at the fan speed. Fan assemblies shall be designed for heavy-duty industrial applications. Fan framing assemblies shall be fabricated from aluminum. Formed load bearing members are not acceptable. The aluminum shall be welded together to form a rigid integral base. Fan assemblies shall be independently isolated with spring-type vibration isolators. Inlet cones shall be precision spun or die formed. Inlet cones shall be aerodynamically matched to the wheel side plate to provide streamlined airflow in the wheel and ensure full loading of the blades.

B. Coils – Water Coil

1. All coil assemblies shall be leak tested under water at 315 PSIG and PERFORMANCE is to be CERTIFIED under ARI Standard 410. Coils exceeding the range of ARI standard rating conditions shall be noted.

2. Coils shall be mounted on stainless steel support rack to permit coils to slide out individually from the unit. Provide intermediate drain pans on all stacked cooling coils. The intermediate pan shall drain to the main drain pan through a copper downspout. Water coils shall be constructed of seamless copper tubing mechanically expanded into fin collars. All fins shall be continuous within the coil casing to eliminate carryover inherent with a split fin design. Fins are die formed Plate type.

3. Headers are to be seamless copper with die formed tube holes.

4. Connections shall be male pipe thread (MPT) Schedule 40 Red Brass with 1/8" vent and drain provided on coil header for coil drainage. All coil connections shall be extended to the exterior of the unit casing by the manufacturer. Coils shall be suitable for 250 PSIG working pressure. Intermediate tube supports shall be
supplied on coils over 44” fin length with an additional support every 42” multiple thereafter.

5. Water coils shall have the following construction:

   Standard 5/8”:
   - 5/8” o.d. x .025” wall copper tube with .028 return bends.
   - .008” aluminum fins
   - 16 gauge 304 stainless steel casing.

C. Condensate / Drain Pans - IAQ style drain pans shall be provided under all cooling coils as shown on the drawings. The drain pan shall be fabricated from 16 gauge 304 stainless steel. All pans are to be triple pitched for complete drainage with no standing water in the unit. They shall be insulated minimum 3-inch "Double Bottom" construction with welded corners. Provide stainless steel, 1-1/4” MPT drain connection extended to the exterior of the unit base rail. Units in excess of 159 inches shall have drain connections on both sides. All drain connections shall be piped and trapped separately for proper drainage.

D. Filters - Provide filters of the type indicated on the schedule. Factory fabricated filter sections shall be of the same construction and finish as the unit. Face loaded pre and final filters shall have Type 8 frames as manufactured by BLC, FARR or equal. Filter racks over 72” in length shall require an angle center reinforcement support. Side service filter racks shall be fabricated from no less than .063 Aluminum and include hinged access doors on both sides of the unit or as indicated on unit drawings. Internal blank-offs shall be provided by the air unit manufacturer as required to prevent air bypass around the filters.

   1. Filter Gauge: Each Filter bank shall be furnished with Dwyer Series 2000 filter gauge or equal.

   2. Medium Efficiency MERV 8 Pleated filters – Provide (2” or 4”) filters as specified on filter schedule. The filters shall be as manufactured by AAF, FARR or equal. Filters shall be in compliance with ANSI/UL 900 – Test Performance of Air Filters. Option: Provide (2) total sets of media.

E. Dampers – Provide Class 1 rated, ultra low leak dampers (less than 3 cfm/sq ft. @ 1” w.g.) as indicated on the unit drawings. Low leakage dampers shall have extruded aluminum airfoil blades. Flat or formed metal blades are not acceptable. The damper blade shall incorporate santoprene rubber edge seals and zinc plated or stainless steel tubular steel shaft for a non-slip operation. Shaft bearings shall be spherical – non corrosive nylon to eliminate friction and any metal to metal contact. Damper jamb seals shall be UV rated, nylon glass reinforced or stainless steel spring arcs designed for a minimum air leakage and smooth operation. Damper linkage shall be concealed within a .063 Aluminum frame. Operator furnished and installed by control section.

F. Louvers:
1. Exhaust Air applications - Provide extruded aluminum stationary louvers, drainable type with built in downspouts and birdscreen. Blades shall be housed inside a .063 Aluminum frame mounted to the unit exterior. Louver finish to match exterior unit finish.

2. Outside Air applications - Extruded aluminum louvers shall be used at O/A location. Louvers shall be stationary, drainable type with built in downspouts and furnished with birdscreen. Blades shall be vertical and housed inside an aluminum frame mounted to the unit exterior. Louver finish to match exterior unit finish.

2.06 ELECTRICAL POWER AND CONTROLS

A. All unit electrical devices, automatic control devices and unit controller shall be factory installed.

B. All wiring shall be (75°C) Insulated copper wires.

C. The unit shall feature a mounted permanent nameplate displaying at a minimum the manufacturer, serial number, model number and current and amps voltage. The unit must have an ETL or UL Listing and bear the appropriate mark.

D. The unit shall feature a main non-fused disconnect of the proper amp rating to allow shutoff of all electrical motors and control items.

E. Motor Starters and Accessories – Provide a motor starter panel with main disconnect for each unit. Furnish electromechanical starters for all auxiliary electric motors required. Starter shall include overload protection devices in each of 3 phases. Contactors for electromechanical starters shall be UL.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes ductless single zone split-system air-conditioning and heat pump units consisting of separate evaporator-fan and compressor-condenser components. Units are designed for exposed or concealed mounting, and may be connected to ducts.

1.3 SUBMITTALS

A. Product Data: Include rated capacities, furnished specialties, and accessories for each type of product indicated. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.

B. Shop Drawings: Diagram power, signal, and control wiring.

C. Operation and Maintenance Data: For split-system air-conditioning units to include in emergency, operation, and maintenance manuals.

D. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of split-system units and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements."

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

1.5 COORDINATION
A. Coordinate size, location, and connection details with roof curbs, equipment supports, and roof penetrations specified in Division 07 Section "Roof Accessories."

1.6 WARRANTY
A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Carrier.
2. Fujitsu
3. Mitsubishi.

2.2 WALL-MOUNTING, EVAPORATOR-FAN COMPONENTS
A. Cabinet: Heavy duty ABS and high impact polystyrene plastic with removable panels on front and ends in color selected by Architect, and discharge drain pans with drain connection.

1. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

B. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal-expansion valve.

C. Fan: Direct drive, centrifugal fan.
D. Fan Motors: Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."

1. Special Motor Features: Multitapped, multispeed with internal thermal protection and permanent lubrication.

E. Filters: Permanent, cleanable

2.3 CEILING-MOUNTING, EVAPORATOR-FAN COMPONENTS

A. Cabinet: Enameled steel with removable panels on front and ends in color selected by Architect, and discharge drain pans with drain connection.

1. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.
2. Drain Pan and Drain Connection: Comply with ASHRAE 62.1-2004. Integral condensate pump capable of providing minimum 31 inches lift. Safety switch to shutoff unit if condensate rises too high in drain pan.

B. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal-expansion valve.

C. Fan: Direct drive, centrifugal fan.

D. Fan Motors: Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."

1. Special Motor Features: Multitapped, multispeed with internal thermal protection and permanent lubrication.

E. Filters: Permanent, cleanable.

2.4 AIR-COOLED, COMPRESSOR-CONDENSER COMPONENTS

A. Casing: Steel, finished with baked enamel in color selected by Architect, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.

B. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.

1. Compressor Type: Twin Rotary.
2. Digitally controlled inverter driven compressor motor with manual-reset high-pressure switch and automatic-reset low-pressure switch.
3. Refrigerant: R-407C or R-410A.
C. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with liquid subcooler.

D. Heat Pump Components: Reversing valve and low-temperature air cut-off thermostat.

E. Fan: Aluminum-propeller type, directly connected to motor.

F. Motor: Permanently lubricated, with integral thermal-overload protection.

G. Low Ambient Kit: Permits operation down to 45 deg F.

H. Mounting Base: Polyethylene.


2.5 ACCESSORIES

A. Control equipment and sequence of operation are specified in Division 25 "Direct Digital Control and Energy Management System."

B. Thermostat: Low voltage with subbase to control compressor and evaporator fan.
   1. Compressor time delay.
   2. 24-hour time control of system stop and start.
   3. Liquid-crystal display indicating temperature, set-point temperature, time setting, operating mode, and fan speed.
   4. Fan-speed selection, including auto setting.

C. Automatic-reset timer to prevent rapid cycling of compressor.

D. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; factory-insulated suction line with flared fittings at both ends.
   1. Minimum Insulation Thickness: 1 inch thick where indoors, 1-1/2 inch thick with aluminum jacketing where outdoors.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install units level and plumb.

B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
C. Install roof-mounting compressor-condenser components on equipment supports as detailed on the drawings. Anchor units to supports with removable, cadmium-plated fasteners.

D. Install seismic restraints.

E. Install and connect precharged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to unit to allow service and maintenance.

C. Duct Connections: Duct installation requirements are specified in Division 23 Section "Metal Ducts." Drawings indicate the general arrangement of ducts. Connect outside air, supply and return ducts to split-system air-conditioning units with flexible duct connectors. Flexible duct connectors are specified in Division 23 Section "Air Duct Accessories."

D. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."

E. Electrical Connections: Comply with requirements in Division 26 Sections for power wiring, switches, and motor controls.

3.3 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections. Report results in writing.

B. Perform the following field tests and inspections and prepare test reports:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Remove and replace malfunctioning units and retest as specified above.
3.4 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.
   1. Complete installation and startup checks according to manufacturer’s written instructions.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY

A. In general, the Electrical Work described herein consists of the modification of existing electrical, lighting and signal systems in place and the installation of new electrical, lighting and signal systems equipment. All work shall be completed as directed by the Owner’s authorized representative, in accordance with the Contract, Specifications and Construction Documents listed below.

1. General Conditions of Contract
2. Specifications:

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B. This Section includes all necessary and required work to complete the construction as indicated in the Drawings, called for by notes or schedules, or specified herein. This work includes the furnishing of all permits, labor, supervision, services, materials, tools, equipment, testing, transportation and miscellaneous expenses, and the performance of all operations necessary to or incidental to completion of lawful and operating electrical power, lighting and signal systems, whether or not specifically mentioned.

C. All work not shown in complete detail shall be installed per the CEC and in conformance with the best standard practice for the trade. Any deviation from the approved Drawings shall be submitted in writing to the Engineer and Owner for approval prior to the installation of the work in question.

D. This work shall include, but not necessarily be limited to, the following elements:

1. Demolition and Phasing:
   a. De-energize, disconnect and remove electrical feeds to mechanical equipment being removed or relocated.
   b. Make temporary feeds and connections to areas and equipment to allow phased construction and continuing operation.
2. Grounding
   a. Provide copper wire type equipment grounding conductors run in conduit with branch circuits.

3. Building Electrical and Mechanical Systems:
   a. Complete system of branch circuit wiring, conduit and distribution equipment for power.
   b. Electrical work associated with mechanical equipment, including conduit, conductor, and disconnect switches. Provide electrical connections for duct smoke detectors associated with mechanical equipment including power to the device and monitoring through the fire alarm system.
   c. Furnish roof jacks for the weatherproofing of each electrical conduit penetrating the roof. Roof jacks shall be of the material specified for the specific roofing system and shall be delivered to the general contractor/construction manager for installation by the roofing contractor.
   d. Connection to all equipment as furnished by other Sections of these Specifications or as listed on Drawings as furnished by Owner.

4. Fire Alarm System:
   a. Ensure that new duct smoke detectors are monitored through the existing Siemens fire alarm system.

5. Each system shall be terminated, tested and calibrated by a factory-authorized installer. This same installer shall terminate and test any peripheral equipment required for the operation of the system.

6. Equipment Connections
   a. Provide equipment connections and coordination in accordance with manufacturer’s recommendations and product submittals.
   b. Provide equipment connections and disconnect switches as required for the following equipment:
      1) Mechanical equipment.
      2) Owner furnished equipment.

E. Work specifically excluded from this Division.
   1. Furnishing of motors.

F. It shall be understood that the existing conduit with its wiring is presently active (hot), in operation with its pertinent equipment.

G. It shall be noted that this construction work will be planned and executed during ongoing operation of the facility. Any modifications to the existing equipment currently in operation shall be done during scheduled shutdowns and coordinated with the Owner's authorized representative and facility operating personnel to assure minimum downtime.

H. In order to avoid disruption to facility operations, certain items of work must be completed before other items of work can be started. Contractor shall coordinate with the Owner's authorized representative as to the sequence of construction activities.
I. Furnish, install and connect an underground grounding system, specifically mentioned on drawings as part of this contract, including all necessary materials and connections as required by code and/or as shown on the construction drawing.

J. Size, furnish, install and connect new conduit, conduit fittings, and seal fittings, expansion fittings and supports. This includes above grade as well as underground.

K. Size, furnish, and install junction, pull and terminal boxes, in accordance to code requirements and as shown on the construction drawings.

L. Size, furnish and install all supports required for conduit installation, supports required for the installation of the equipment furnished by this Contractor and equipment furnished by others but installed by this Contractor.

M. Size and field cut the openings for conduits passing through building walls and/or floors. Close and seal all openings after conduits have been installed and/or removed. Closing shall be compatible with, or of the same material as wall and/or floor.

N. Furnish and install markers indicating voltage levels (e.g., 12.47 KV, 277/480V, 120/208V, etc.) for all of the electrical equipment such as motor control centers, local lighting panels, lighting transformers, power panels, switchboards, etc....

O. Furnish and install new nameplates per specifications on new motor control centers, motors and on all local control stations, control panels, disconnect switches, push button stations, instrument devices, etc.

P. Furnish and install wire tags in accordance with the specifications indicating wire number as shown on electrical schematics and specifications.

Q. Furnish, install and connect all power, control and instrumentation cable, including all necessary cable lugs, connectors and terminations.

R. Perform all testing per the Specifications and report to Owner's field representative in a timely manner so as not to impede the scheduled completion of the Contract.

S. Furnish all material, labor and testing equipment necessary to check out and test the complete power distribution, control and pneumatic systems for all process and utility equipment in strict accordance with specifications. This shall include check out/start up of systems and/or equipment as directed by Owner.

T. Prime paint all uncoated carbon steel items furnished by Contractor.

U. Energize low voltage services after testing equipment and wiring in accordance with manufacturer instructions and specifications.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION 260000
SECTION 260100
GENERAL CONDITIONS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY

A. The provisions of this Section shall apply to all of the following Sections of Divisions 26-28 of these Specifications and shall be considered a part of these Sections.

1.3 QUALITY ASSURANCE

A. All work and materials shall fully comply with current rules and regulations of all applicable codes. Nothing in these Drawings or Specifications shall be interpreted as to permit any work not in compliance with these codes. Where work is detailed and/or specified to a more restrictive standard or higher requirement, that standard or requirement shall govern such work. Applicable codes include, but are not limited to, the following:

1. California Code of Regulations (CCR)
   a. Title 8, Industrial Relations
   b. Title 17, Public Health
   c. Title 24, Building Standards


5. Local Codes.

B. All electrical components, devices and accessories shall be listed with Underwriters Laboratories, Inc. (or other testing agency acceptable to authorities having jurisdiction), shall meet their requirements, shall bear their label wherever standards have been established and label service is regularly furnished by that agency, and shall be marked for intended use.

1.4 PERMITS, FEES AND TAXES

A. The Contractor shall secure all necessary permits and pay all required fees and taxes. He shall notify the proper authorities and have the work inspected and tested as required by jurisdictional requirements, pay all charges in connection therewith, and shall present
to the Owner properly signed certificates of inspection. Acceptance of the work will not be considered until such certificates have been delivered.

1.5 EXISTING CONDITIONS

A. The Contractor shall carefully examine the site and existing buildings, compare them with Drawings and Specifications, and shall have satisfied himself as to the conditions to be encountered during the performance of the work. No subsequent allowance shall be made on his behalf for any additional expense he may incur due to failure or neglect of Contractor to examine site and to include existing conditions in bid.

B. Any work done as an addition, expansion, or remodel of an existing system shall be compatible with that system.

C. The Contractor shall examine all record drawings made available by the Owner to locate existing underground systems, utilities, conduits, and pipes prior to installing the electrical distribution system. The Contractor shall also examine the site for possible locations of sprinkler pipes. Any damage done to the existing systems during the course of the electrical work, whose locations could be reasonably determined, shall be repaired to the satisfaction of the Owner and the utility or agency involved, at the expense of the Contractor.

1.6 CONDUCT OF THE WORK

A. The Contractor shall maintain on the job a competent foreman or a superintendent at all times to superintend the Work.

1.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. The Engineer's decision will be final on interpretation of the Drawings and Specifications. Whenever the words “AS MAY BE DIRECTED”, “SUITABLE”, or “APPROVED EQUAL”, or other words of similar intent and meaning are used, implying that judgment is to be exercised, it is understood that it is in reference to the judgement of the Engineer.

1.8 SUBMITTALS

A. See Specification Section 013300, SUBMITTAL PROCEDURES, for additional information and requirements.

B. Shop Drawings and Product Data

1. In addition to the provisions of Specification Section 013300, SUBMITTAL PROCEDURES, all Shop Drawings and Product Data shall comply with the following requirements:

   a. The Contractor shall submit for review, complete sets of Shop Drawings and Product Data brochures for materials and equipment as required by each section of the Specifications.

   b. All Shop Drawings and Product Data shall be submitted at one time in a neat and orderly fashion in a suitable binder with a Title Sheet including Project, Engineer and Contractor, Table of Contents, and indexed tabs
dividing each group of materials or item of equipment. The Specification paragraph number for which they are proposed shall identify all items. The mark number as indicated on Drawings shall also identify all equipment and fixtures.

c. Shop Drawings and Product Data submittal shall include manufacturer’s name and catalog numbers, dimensions, loads, and all other characteristics and accessories as listed in the Specifications or on the Drawings. All loads, characteristics, and accessories called for in the Specifications or on the Drawings shall be highlighted, circled or underlined on the Shop Drawings and Product Data. Descriptive literature shall be current factory brochures and submittal sheets.

d. FAX submittals are not acceptable.

e. Material or equipment shall not be ordered or installed until the Engineer processes the written review. Any item omitted from the submittal shall be provided as specified without substitution.

f. Prior to submission of the Shop Drawings and Project Data, Contractor shall review and certify that they meet the requirements of the Contract Documents.

g. A minimum period of two weeks, exclusive of transmittal time, will be required each time Shop Drawings and/or Product Data are submitted or resubmitted for review. The Contractor shall consider this time when scheduling a submittal date.

C. Submittal Review

1. Submittals will be reviewed for general conformance with the design concept, but this review does not guarantee quantity shown, nor does it supersede the responsibility of the Contractor to provide all materials, equipment and installation in accordance with the Drawings and Specifications.

2. The Contractor shall agree that Shop Drawings and Product Data submittals processed by the Engineer are not Change Orders and that the purpose of Shop Drawings and Product Data submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept. The Contractor demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

3. It shall be clearly understood that the noting of some errors, but the overlooking of others, does not grant the Contractor permission to proceed in error or in conflict with Contract Documents. The Contractor shall agree that if deviations, discrepancies or conflicts between Shop Drawings and Design Drawings and Specifications are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the Design Drawings and Specifications shall control and shall be followed.

4. If a resubmittal is required, submit a complete copy of the Engineer’s review letter requiring such with the resubmittal.

D. Substitutions

1. See Specification Section 012500, SUBSTITUTION PROCEDURES, for additional information and requirements.
2. In addition to the provisions of Specification Section 012500, SUBSTITUTION PROCEDURES, Substitutions shall comply with the following requirements:

   a. Manufacturers, model numbers and other pertinent information listed in the Specifications or on the Drawings are intended to establish minimum standards of performance, function and quality. Unless otherwise noted, the Contractor may submit equivalent compatible UL-listed equipment from other manufacturers for review, as long as the minimum standards are met.

   b. Calculations and other detailed data indicating how the item was selected shall be included for items that are not specified. Data must be complete enough to permit detailed comparison of every significant feature, function, performance, and quality characteristic that is specified, scheduled or detailed. The comparison must prove that the substituted item equals or exceeds the requirements of the specified item.

   c. The Contractor shall assume full responsibility that substituted items or procedures will meet the Specification and job requirements and shall be responsible for the cost of redesign and modifications to the work caused by these items.

   d. At the Engineer’s request, the Contractor shall furnish locations where equipment similar to the substituted equipment is installed and operating along with the user’s phone numbers and contact person. Satisfactory operation and service history will be considered in the acceptance or rejection of the proposed substitution.

E. Record Drawings

   1. See Specification Section 017839, PROJECT RECORD DOCUMENTS, for additional information and requirements.

   2. In addition to the provisions of Specification Section 017839, PROJECT RECORD DOCUMENTS, Record Drawings shall comply with the following requirements:

      a. At the beginning of the Project, one print of each applicable Drawing will be issued to the Contractor specifically for use in preparing Record Drawings. As the work progresses, the Contractor shall maintain a record of all deviations in the work from that indicated on the Drawings. Final locations of all underground work shall be recorded by depth from finished grade and by offset distance from permanent surface structures, e.g. building, curbs, walks. The original Drawings will be made available to the Contractor, from which he shall have made, a set of reproducible Drawings. The Contractor shall then transfer the changes, notations, etc. from the marked-up prints to the reproducible Drawings. The Record Drawings (marked-up prints and reproducibles) shall be submitted to the Engineer for review, after first securing the Inspector’s verification by signature.

F. Operations and Maintenance Instructions

   1. See Specification Section 017823, OPERATION AND MAINTENANCE DATA, for additional information and requirements.

   2. In addition to the provisions of Specification Section 017823, OPERATION AND MAINTENANCE DATA Operations and Maintenance Instructions shall comply with the following requirements:
a. Three copies of Operation and Maintenance Instructions and Wiring Diagrams for all equipment shall be submitted to the Engineer. All instructions shall be clearly identified by marking them with the same designation as the equipment item to which they apply (e.g. UPS-1). All Wiring Diagrams shall agree with reviewed Shop Drawings and indicate the exact field installation.

b. All instructions shall be submitted at the same time and shall be bound in a suitable binder with tabs dividing each type of equipment (e.g. MCC, UPS, etc.). Each binder shall be labeled indicating “Operating and Maintenance Instructions, Project Title, Contractor, Date” and shall have a Table of Contents listing all items included.

c. The Contractor shall verbally instruct the Owner’s maintenance staff in the operation and maintenance of all equipment and systems. The Engineer’s office shall be notified 48 hours prior to this meeting.

d. The Contractor shall prepare a letter indicating that all Operation and Maintenance Instructions (printed and verbal) have been given to the Owner, to the Owner’s satisfaction. This letter shall be acknowledged (signed) by the Owner and submitted to the Engineer.

1.9 COORDINATION

A. See Specification Section 013113, PROJECT MANAGEMENT AND COORDINATION, for additional information and requirements.

B. Electrical Drawings are essentially diagrammatic, unless specifically dimensioned. Some work may be shown offset for clarity. The actual locations of all materials, conduits, fixtures, supports, etc. shall be carefully planned prior to installation of any work in order to avoid all interferences with each other, or with architectural, civil, mechanical, plumbing, structural or other elements.

C. While the size and location of equipment are shown to scale wherever possible, all dimensions and conduit/conductor data shall be verified in the field.

D. Where the work requires connections to be made to equipment furnished and set in place by others, the Contractor shall obtain exact rough-in dimensions from the manufacturer of such equipment and he shall install the connections in a neat and workmanlike manner.

E. If discrepancies are discovered between Drawings and Specifications requirements, the more stringent requirement shall apply.

F. All conflicts shall be called to the attention of the Architect and the Engineer prior to the installation of any work or the ordering of any equipment.

G. No work shall be prefabricated or installed prior to this coordination. No additional compensation will be considered to the Contractor for any prefabrication or installation performed prior to this coordination.

1.10 SCHEDULING

A. All work shall be scheduled subject to the review of the Architect, Engineer and the Owner. No work shall interfere with the operation of the existing facilities on or adjacent to the site. The Contractor shall have at all times, as conditions permit, a sufficient force
of workmen and quantity of materials to install the work for which contracted, as rapidly as possible consistent with good work, and shall cause no delay to other Contractors engaged upon this project or to the Owner.

1.11 WARRANTY

A. See Specification Section 017836, WARRANTIES, for additional information and requirements.

B. Guarantee shall be in accordance with the General Conditions. These Specifications may extend the period of the guarantee for certain items. Where such extension are called for, or where items are normally provided with guarantee periods in excess of that called for in the General Conditions, the Certificate of Guarantee shall be furnished to the Owner through the Engineer.

C. Contractor shall deliver to the Owner a written guarantee on all workmanship, materials and equipment for a period of one (1) year from the date of acceptance by the Owner. Any work found to be faulty during that period of time shall be corrected at once, upon written notification, at the expense of the Contractor. This shall include repair or replacement of the premises that may be damaged as a result of faulty work and materials furnished.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be new unless otherwise noted.

B. Materials and equipment of a given type shall be by the same manufacturer.

C. Materials and equipment shall be covered or otherwise protected during construction as required to maintain the material and equipment in new factory condition until project acceptance. Upon completion of work and prior to final inspection, Contractor shall thoroughly clean all exposed fixtures, trim and equipment, and shall leave the entire installation in neat, clean, and useable condition. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features at time of project acceptance.

D. The Contractor shall order materials and equipment in a timely manner to prevent any delay in the construction schedule, and he shall bear any penalty by vendors to meet schedules.

E. Verify all dimensional information to ensure proper clearance for installation of equipment. Check all materials and equipment after arrival on the jobsite and verify compliance with the Contract Documents.
PART 3 - EXECUTION

3.1 DEMOLITION

A. The Contractor shall protect existing electrical equipment and installations that are not indicated to be removed. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Demolished material shall be removed from Project site.

C. Components indicated for relocation shall be removed, stored, cleaned, reinstalled, reconnected, and made operational.

3.2 CUTTING AND PATCHING

A. The Contractor shall perform all cutting and drilling, or other work, required to provide openings in walls, ceilings, floors, footings, foundations or other structures necessary to accomplish work under this Specification Division. The cutting shall be performed by skilled mechanics of the trades involved.

B. Cutting or coring shall not impair the strength of the structure. Any damage resulting from this work shall be repaired at the Contractor’s expense to the satisfaction of the Architect.

C. Wherever possible, work shall be done in a concealed and neat workmanlike manner requiring the least amount of cutting of studs, plates and woodwork. Such cutting or notching is allowed only after consultation with and by permission of the Engineer.

D. The Contractor shall repair and refinish disturbed finish materials and other surfaces to accurately match adjacent undisturbed new or existing structures and surfaces and shall install new fireproofing where existing fire-stopping has been disturbed. The repair and refinishing of materials and other surfaces shall be by skilled mechanics of the trades involved.

E. All cuts are to be clean with no chipping. Where chipping occurs as a result of work in a cut area, a new clean cut shall be made immediately prior to patching.

3.3 SEISMIC ANCHORAGE AND BRACING

A. Equipment Anchorage

1. All electrical equipment and components shall be anchored and installed per the details on the approved construction documents. Where no detail is indicated, the following components shall be anchored or braced to meet the force and displacements requirements prescribed in the 2019 CBC, Sections 1617A.1.18 through 1617A.1.26. and ASCE 7-16 Chapter 13, 26, and 30:

   a. All permanent equipment and components

   b. Temporary or movable equipment that is permanently attached (e.g. hard wired) to building utility electrical service.

   c. Movable equipment which is stationed in one place for more than 8 hours and heavier than 400 pounds are required to be anchored with temporary attachments.
2. The attachment of the following electrical components shall be positively attached to the structure, but need not be detailed on the plans. These components shall have flexible connections provided between the components and associated conduit.
   a. Components weighting less than 400 pounds and have a center of mass located 4 feet or less above the adjacent floor or roof level that directly support the components.
   b. Components weighting less than 20 pounds, or in the case of distributed systems, less than 5 pounds per foot, which are suspended from a roof or floor or hung from a wall.

For those elements that do not require details on the approved drawings, the installation shall be subject to the approval of the Structural Engineer of Record. The project inspector will verify that all components and equipment have been anchored in accordance with above requirements.

B. Electrical Distribution System Bracing
   1. Electrical distribution systems shall be braced to comply with the forces and displacements prescribed in ASCE 7-16 Section 13.3 as defined in ASCE 7-16 Section 13.6.7, 13.6.6, 13.6.5, and 2019 CBC, Sections 1617A.1.23, 1617A.1.24, 1617A.1.25, and 1617A.1.26.
   2. The bracing and attachments to the structure shall be detailed on the approved drawings or they shall comply with one of the OSHPD Pre-Approvals (OPM#) as modified to satisfy anchorage requirements of ACI 318, Chapter 17.
   3. Copies of the manual shall be available on the jobsite prior to the start of hanging and bracing of the electrical distribution systems.
   4. The Structural Engineer of Record shall verify the adequacy of the structure to support the hanger and brace loads.

3.4 CLEANING AND PROTECTION

A. The Contractor shall, progressively and at completion of the job, thoroughly clean all of his work including outlets, fittings, and devices, and inspect exposed finishes. The Contractor shall remove all burrs, dirt, grease, paint spots, stains, labels, tags, rust, foreign material, and construction debris resulting from his work.

B. The Contractor shall protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260100
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY
A. See Section 260000

1.3 STANDARDS
A. NEMA 250 Standard for Enclosures for Electrical Equipment (1000 Volts Maximum)

PART 2 - PRODUCTS

2.1 RACEWAYS AND FITTINGS
A. Galvanized rigid steel conduit (GRC) shall meet ANSI C80.1, and be heavy wall, hot dipped galvanized inside and out, with threaded ends, for use with threaded type fittings.

B. Galvanized intermediate metallic conduit (IMC) shall meet ANSI C80.6, be zinc-coated steel and have threaded fittings.

C. Galvanized electrical metallic tubing (EMT) shall meet ANSI C80.3, and be continuous, seamless steel tubing, galvanized or sherardized on exterior, coated on interior with smooth hard finish of lacquer, varnish or enamel, with steel set-screw, steel compression or die-cast compression type fittings. Provide concrete-tight type compression fittings where required and rain-tight wet location listed compression fittings for outdoor locations.

D. Rigid non-metallic conduit (RNC) shall meet NEMA TC 2, be Schedule 40 PVC, suitable for 90°C, with solvent cemented type NEMA TC3 fittings.

E. Flexible metallic conduit (FMC) shall be single strip, continuous, flexible interlocked double-wrapped steel, hot dip galvanized inside and out forming smooth internal wiring channel, with steel, compression type fittings.
F. Liquid-tight flexible metallic conduit (LFMC) shall be same as FMC except with inert sunlight-resistant, mineral-oil-resistant watertight plastic outer jacket. Fittings shall be cast malleable iron body and gland nut, cadmium plated with one-piece brass grounding bushings threaded to interior of conduit. Spiral molded vinyl-sealing ring between gland nut and bushing and nylon-insulated throat.

G. All raceway fittings shall be specifically designed for the raceway type with which used.

2.2 CONDUCTORS

A. All conductors shall be delivered to the site in their original unbroken packages, plainly marked or tagged with UL labels, size, type of wire, type of insulation, name of the manufacturing company and trade name of the wire.

B. All conductors shall be minimum of 98% conductivity soft drawn copper. Conductors #8 AWG and larger shall be stranded type "THHN/THWN", 600 Volt insulation. Conductors #10 AWG and smaller shall be solid copper "THHN/THWN", 600 Volt insulation.

C. Insulation shall be Thermoplastic Type rated at 75 degrees C. minimum.

2.3 PULL BOXES AND WIREWAYS

A. Pullboxes and Enclosures for outdoor use shall be NEMA 250, Type 3R or Type 4, unless otherwise noted.

B. Pullboxes and Enclosures for indoor use shall be NEMA 250, Type 1, unless otherwise noted.

C. Wireways shall be constructed in accordance with UL 870 for wireways, auxiliary gutters and associated fittings. Every component including lengths, connectors and fittings shall be UL Listed.

D. Wireways and auxiliary gutters shall have continuous removable cover secured with screws and keyhole slots. Hinged cover shall be provided where installed above suspended ceiling.

E. Fabricated sheet steel pull boxes shall be installed only in dry, protected locations and shall be furnished with knockouts and removable screw cover. Box shall be finished with one coat of zinc chromate and a coat of primer sealer and where exposed to public view shall be painted to match the surrounding surface.

F. Weatherproof sheet steel pull boxes shall be fabricated of code gauge galvanized sheet steel with two coats of rust resistant finish and shall be furnished with gasket and made completely weathertight.

2.4 WIRING DEVICES AND MATERIALS

A. Outlet Boxes shall meet NEMA OS1 and be galvanized code gauge steel. Boxes in masonry shall be square cornered. Boxes exposed to weather or in wet locations shall
be Type FD cast metal with external threaded hubs and gasketed cover and shall meet NEMA FB1.

B. Outlet box extensions shall be U.L. listed and shall be attached to box with threaded metal screws. "Flash Guards" are not permitted to be used as box extensions.

C. Approved manufacturers of metal boxes are Circle AW, Crouse-Hinds, Steel City or equal.

D. A/C Snap Switches:
   1. 120/277 Volt Switches shall be quiet, fast make, fast break design, toggle handle, with totally enclosed case, rated 20 ampere, heavy duty specification grade. Provide matching two pole, 3-way, 4-way, and key switches as required.
   2. A/C snap switches served by emergency power circuits shall be red.
   3. A/C snap switches shall be Hubbell or Leviton 1221 series.

E. Receptacles:
   1. GFCI Receptacles:
      a. GFCI receptacles shall be weather-resistant, tamper-resistant, duplex, feed-through type, with integral NEMA WD 6, Configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Units shall be designed for installation in a 2-3/4-inch deep outlet box without an adapter.
      b. Duplex GFCI receptacles shall be Hubbell #GFTWRST20W series, or equivalent to match regular duplex receptacles.
   2. Required Weather-Resistant Receptacles: All 15- and 20-ampere, 125- and 250-volt non-locking type receptacles located outdoors and in damp and wet locations shall be listed weather-resistant type.
   3. Receptacles for Owner-furnished equipment shall match that equipment’s plug configuration.
   4. Other Receptacles: Other receptacles shall match the plug configuration and ratings required for the utilization equipment that is served.

F. Device cover plates shall be provided and installed at all wiring devices, switches, outlets, and similar applications, and shall be as directed by architect. Pull boxes and junction boxes to which no fixture is to be attached shall be fitted with blank cover plates painted to match surrounding. All cover plates installed on rated walls shall be brushed stainless steel. Cover plates for receptacles in wet locations shall have an enclosure that is weatherproof whether or not the attachment plug cap is inserted and shall be identified as “extra-duty”.

2.5 DISCONNECTING DEVICES

A. Disconnecting devices shall be provided as shown and/or as required by CEC.
B. Motor-rated switches shall be toggle-type, quick make-quick break, rated 2 HP, 250 VAC, with number of poles as required. They shall be equipped with overload heaters rated for overload protection of loads controlled.

C. Motor-rated switches shall be flush-mounted adjacent to load controlled. Where flush mounting is not possible, switches shall be surface mounted in NEMA enclosure suitable for environment in which installed.

D. Disconnect switches shall be 250V or 600V class, rated heavy-duty, horsepower rated, quick-make, quick-break, dead-front type and provided with proper number of poles.

E. Disconnect Switches shall be self contained in a NEMA 1 gasketed enclosure (NEMA 3R where installed outdoors) and externally operable from the front.

F. Fusible disconnect switches shall be equipped with rejection type clips suitable for UL Class R fuses up to 600A and suitable for UL Class L fuses above 600A. Fuse interrupting rating shall be 200,000 RMS symmetrical amperes.

G. Circuit breakers utilized as disconnecting devices shall comply with the requirements stated in other articles of this section and CEC.

2.6 FUSES

A. Subject to compliance with requirements, provide products by one of the following manufacturers:
   1. Bussman
   2. Gould Shawmut
   3. Littlefuse.

B. Fuses 600 amperes and below shall be UL Class RK1, 200,000 RMS symmetrical amperes interrupting rating.

2.7 SUPPORTING DEVICES

A. Supporting devices shall be constructed of cold-formed steel, with a corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Metal items for use outdoors or in damp locations shall be hot-dipped galvanized steel.

C. Slotted-steel channel supports shall have flanged edges turned toward the web, and 9/16-inch diameter slotted holes at a maximum of 2 inches on center, in the web.
   1. Channel thickness shall be selected to suit structural loading.
   2. Fittings and accessories shall be products of the same manufacturer as the channel supports.
D. Raceway and cable supports shall be manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.

E. Pipe sleeves shall be ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, with plain ends.

F. Cable supports for vertical conduit shall be a factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs shall have number and size of conductor gripping holes as required to suit individual risers. Body shall be constructed of malleable-iron casting with hot-dip galvanized finish.

G. Concrete anchors shall be steel bolts with expansion anchors requiring a drilled hole. Powder driven anchors are not acceptable.

H. Toggle bolts shall be all-steel springhead type.

2.8 ELECTRICAL IDENTIFICATION

A. Identification devices shall be a single type of product for each application category. Colors shall be as prescribed by ANSI A13.1, CEC, and these Specifications.

B. Raceway and cable labels shall comply with ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size.

1. Pre-tensioned, wraparound plastic sleeves shall be a flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the item it identifies.

2. Preprinted, flexible, self-adhesive, vinyl labels shall have a legend, overlaminated with a clear, weather- and chemical-resistant coating.

3. Color shall be black letters on orange background.

4. Legend shall indicate voltage.

C. Self-adhesive colored marking tape for raceways, wires and cables shall be vinyl tape, not less than 1 inch wide by 3 mils thick.

D. Underground Warning Tape shall be vinyl tape, compounded for permanent direct-burial service, not less than 6 inches wide by 4 mils thick, embedded with a continuous metallic strip or core, brightly-colored, continuously-printed with a legend that indicates the type of underground line.

E. Tape markers for wire shall be vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

F. Color-coding cable ties shall be made of Type 6/6 nylon, be self-locking type and of colors to suit coding scheme.

G. Engraved plastic labels, signs and instruction plates shall be made from black (or red as noted) Bakelite laminate engraving stock with a white core, punched or drilled for
mechanical fasteners. It shall have a minimum thickness of 1/16-inch for signs up to 20 sq. in. and a minimum thickness of 1/8-inch for larger sizes.

H. Interior Warning and Caution signs shall comply with 29 CFR, Chapter XVII, Part 1910.145 and shall be preprinted, aluminum, baked-enamel-finish signs, punched or drilled for mechanical fasteners, with colors, legend, and size appropriate to the application.

I. Exterior Warning and Caution signs shall comply with 29 CFR, Chapter XVII, Part 1910.145 and shall be weather-resistant, non-fading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch, galvanized-steel backing, with colors, legend, and size appropriate to the application. They shall be equipped with 1/4-inch grommets in each corner for mounting.

J. Fasteners for nameplates and signs shall be self-tapping, stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

K. Arc-Flash Hazard Warning labels shall be provided at electrical equipment such as switchboards and panelboards in accordance with CEC 110.16.

L. Circuit Identification – A typewritten circuit directory shall be provided at each panelboard and switchboard in accordance with CEC Article 408.4(A). The Contractor shall develop and prepare the circuit identification description based on the as-built condition.

M. Source of Supply Identification – All switchboards, panelboards and transformers shall have a typewritten label applied indicating the device or equipment where the power supply originates per CEC Article 408.4(B).

2.9 TOUCHUP PAINT

A. Touch-up paint shall be equipment manufacturer's paint selected to match installed equipment finish.

B. Touch-up paint on galvanized surfaces shall be zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL INSTALLATION

A. All material, equipment, devices, etc., shall be installed in accordance with the recommendations of the manufacturer of the particular item. The Contractor shall be responsible for all installations contrary to the manufacturer's recommendations. The Contractor shall make all necessary changes and revisions to achieve such compliance. Manufacturer's installation instructions shall be delivered to and maintained at the job site throughout the construction of the project.

B. The layout and installation of electrical work shall be coordinated with the overall construction schedule to prevent delay in completion of the project.
C. Dimensions and information regarding accurate locations of equipment and structural limitations and finish shall be verified with other sections.

D. The drawings do not show all raceway, wiring, offsets, bends, special fittings, junction or pull boxes necessary to meet job conditions. Items not shown as indicated, where are clearly necessary for proper operation or installation of systems shown, shall be provided as required, at no increase in contract price.

E. Materials and Components shall be installed level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

F. Electrical equipment, outlets, junctions and pull boxes shall be installed in accessible locations, avoiding obstructions, preserving maximum headroom, and keeping openings and passageways clear.

G. Equipment shall be installed to facilitate service, maintenance, and repair or replacement of components. It shall be connected for ease of disconnecting, with minimum interference with other installations. Minor adjustments in the locations of equipment shall be made where necessary providing such adjustments do not adversely affect function of the equipment. Major adjustments for the location of equipment shall be previously approved and detailed on the Record Drawings.

H. Right of Way shall be given to raceways and piping systems installed at a required slope.

3.2 RACEWAY APPLICATION

A. Galvanized Rigid Steel Conduit (GRC) may be used in all locations. Where installed in direct contact with earth, conduit shall be wrapped with two layers of half-lapped 10-mil PVC tape for a total thickness of 40-mil or have a factory applied 40-mil PVC coating.

B. Galvanized Rigid Steel Conduit (GRC) shall be used where exposed to physical damage, indoors where exposed to moisture, in exposed outdoor installations, in systems higher than 600 volts, and where required by code.

C. Galvanized Intermediate Metallic Conduit (IMC) may be used in indoor locations not in direct contact with earth.

D. Galvanized Electrical Metallic Tubing (EMT) may be used in dry indoor locations according to the following criteria:
   1. It is not subject to physical damage.
   2. It is not in direct contact with earth.
   3. It is not in concrete slabs.
   4. It is not in a hazardous area.

E. Rigid Non-Metallic Conduit (RNC) Schedule 40 PVC may be used underground or below concrete slabs on grade. Rigid Non-Metallic Conduit (RNC) Schedule 80 PVC may be used to pass through concrete slabs. Rigid Non-Metallic Conduit (RNC) may be used in
compliance with utility company requirements for utility service conduits. Rigid Non-Metallic Conduit (RNC) shall not be installed above grade or above finished floor level.

F. Liquid-tight Flexible Metallic Conduit (LFMC) may be used in all locations to make final connections to motors, transformers, or other mechanical equipment (not to exceed 24 inches in length) or lighting fixtures (not to exceed 72 inches in length). Where specifically approved by the Engineer, LFMC may be used to facilitate wiring in tight locations or in other conditions that make the use of other conduit impracticable.

G. Flexible Metallic Conduit (FMC) may be used in dry locations to make final connections to motors, transformers, or other mechanical equipment (not to exceed 24 inches in length) or lighting fixtures (not to exceed 72 inches in length). Where specifically approved by the Engineer, FMC may be used to facilitate wiring in tight locations or in other conditions that make the use of other conduit impracticable.

3.3 RACEWAY INSTALLATION

A. General

1. Expansion joints shall be provided at building expansion joints or as required due to length of run or difference in temperatures.

2. All fittings that are exposed or in damp areas shall have sealing glands and proper gasket.

3. In general, all conduits shall be sloping to drain. Bends that place a trap in a conduit shall be avoided. Provided drip fitting as required. Dux-Seal high ends of all underground raceways.

4. All conduit runs shall be mechanically and electrically continuous from outlet to outlet. Conduit size or type shall not be changed between outlets.

5. All empty raceways shall be equipped with pull lines, capped and labeled. Pull lines shall be 3/16” polypropylene, No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 24 inches of slack with identification tag at each end of the pull wire.

6. Minimum size of any conduit for lighting, power and signal shall be ¾” conduit unless shown otherwise.

7. Use temporary raceway caps to prevent foreign matter from entering. Immediately prior to installation of conductors, conduit shall be blown and swept free of foreign materials. All conduit stubs for future, both above and below grade, shall be capped. Run conduits for spare panelboard circuits to attic or accessible spaces.

8. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

9. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for exposed parallel raceways.
10. There shall be no more than the equivalent of four quarter bends (360-degrees total) between pull points such as pull boxes, outlet boxes or conduit bodies, in one run of conduit.

11. Install raceways and cables at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

12. Conduits shall be securely fastened to building structure at intervals not greater than ten feet.

13. Conduit shall be square cut and reamed if required to full size, with thread full cut and true.

14. Conduits shall be jointed by approved couplings with ends of conduits tightly butted. Non-insulating compound shall be used in making up joints below grade or inside on grade to insure a watertight system.

15. Conduit connections to outlet boxes or cabinets shall be made with approved connectors, using locknuts and insulated throat bushings.


17. Contractor shall provide rubber grommets to fasten galvanized conduit to exterior structures made of dissimilar metals at all exterior locations to prevent galvanic corrosion.

18. Contractor shall provide rubber grommets to fasten galvanized conduit to supports which are also used by other systems utilizing piping of dissimilar metals to prevent galvanic corrosion.

B. Interior

1. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.

2. All concealed conduits shall be installed in as direct a line as possible between outlets. No more than four quarter bends, or their equivalent, will be allowed between outlets. Feeder conduits shall follow arrangement shown on plans unless a change is authorized. Branch circuit conduits shall, in general, follow arrangement as shown as far as structural conditions permit. All exposed runs shall parallel buildings, walls, or partitions, and be supported on Kindorf Hangers to meet Title 24, Part 3, CEC.

C. Exterior

1. Exterior conduit including the sweep below grade and the vertical riser shall be galvanized rigid steel conduit, except where rigid non-metallic conduit is required for utility service conduits by the serving utility company.

2. No rigid non-metallic conduit (RNC) shall be installed above grade.

D. Flexible Conduit
1. LFMC or FMC shall be used to connect motors and equipment subject to vibration, noise transmission, or movement to junction boxes, with a maximum length of 24-inches.

2. Install separate ground conductor across flexible connections.

3. Flexible conduits shall be independently suspended.

3.4 CONDUCTOR APPLICATION

A. Feeders and branch circuits shall be Type THHN/THWN insulated conductors in raceway.

B. Minimum conductor size shall be #12 for power and lighting, #14 for 120V control circuits and #18 for 24V control circuits.

C. Remote control, signaling and power-limited circuits shall be Type THHN/THWN insulated conductors in raceway for Classes 1, 2, and 3, unless otherwise indicated.

3.5 CONDUCTOR INSTALLATION

A. Conductors shall be continuous from outlet to outlet, no splices shall be made except within outlet or junction boxes.

B. Wiring at outlets shall be installed with at least 12 inches of slack conductor at each outlet.

C. Outlet and component connections shall be made to wiring systems and to ground. Electrical connectors and terminals shall be tightened according to manufacturer’s published torque-tightening values. Torque values specified in UL 486A shall be used where manufacturer’s torque values are not indicated.

D. Wire in panels, cabinets, pull boxes, and wiring gutters shall be squared, labeled, and neatly grouped with cable ties and fanned out to the terminals.

E. All branch circuits, fixture wiring joints, splices, and taps for conductors #10 and smaller shall be made with 3M “Scotchlock” connectors, or approved equal.

F. All branch circuits, fixture wiring joints, splices, and taps for conductors #8 and larger shall be made with two-bolt type solderless connectors or T & B “color keyed” compression lugs.

G. Bolt-type solderless connectors shall be torqued with a torque wrench according to the manufacturer’s recommendations, and then retightened after 24-48 hours before taping. Owners’ inspector shall be informed of this procedure during the waiting period and shall witness the act of retightening.

H. Connectors and lugs for terminating stranded conductors #8 and larger shall be machine crimp compression type.
I. All splices shall be taped with Scotch #88 plastic electrical tape with “Scotch Fill” where necessary for a smooth joint. Scotch #27 or #2520 shall be used for other than normal temperatures or conditions. All connections and splices shall be electrically perfect and in strict accordance with all code requirements.

J. No splices shall be made below grade in a manhole or pullholes without Engineer’s written approval, and then shall be encapsulated with 3M potting kits per 3M Specifications. For larger gauge wire where 3M potting kits are prohibited Contractor shall use submersible UL listed Polaris connectors by NSi.

3.6 WIREWAY AND AUXILIARY GUTTER APPLICATION

A. Wireways and auxiliary gutters shall be used above and below panelboards, lighting relay cabinets, and terminal cabinets to accommodate large concentrations of wires.

3.7 PULL BOXES AND WIREWAYS:

A. Boxes shall be installed square and plumb. An engraved nameplate shall be installed on each box indicating its function. Nameplate shall be installed on the exterior of each box in unfinished areas and on the interior of each box in finished areas.

B. Wireways shall be installed with strip-type connectors with self-retained mounting screws. Hangers with two piece, hook together features shall be used to permit preassembly of wireway and hanger bottom plate before hanging on a preinstalled upper bracket.

C. Pull and junction boxes shall be installed as shown to ease the pulling of wire and to comply with CEC requirements.

3.8 WIRING DEVICES AND MATERIALS

A. Outlets shall be mounted at 18” minimum above finished floor unless otherwise noted.

B. The locations of outlets shown on drawings shall be located with respect to work of others and to be symmetrical with room layout.

C. Outlets in architectural patterned surfaces such as tile and finish panels shall be centered on intersections of four panels or in exact center of panels, unless otherwise shown on architectural plans or directed by Architect.

D. Outlet boxes for concealed work shall be one-piece steel knock out type with zinc coating. Boxes shall not be smaller than 4” square nominal size, unless otherwise indicated. Extension rings, plaster rings, and covers shall be provided as necessary for flush finish.

E. The Contractor shall inform himself of wall thickness throughout the building and shall provide outlet boxes of suitable depth that can be flush mounted and yet will be deep enough to contain the particular apparatus involved. Location of exposed pull or junction boxes will be subject to the Architect’s approval.
F. Outlet boxes on opposite sides of walls shall not be placed back-to-back, nor shall “through” boxes be employed (except where specifically permitted on the drawings by note).

G. Switches shall be mounted 48" to top of device box above finished floor unless otherwise noted.

H. Where more than one switch occurs at the same location, use multiple gang outlet boxes covered by a single plate; provide box partitions as required by the N.E.C.

I. Bar hangers shall be used to support outlet boxes in stud or furred partitions and ceilings. Attachment screws, devices, etc., shall be of the proper type to secure boxes to metal studs complemented by expansion shields to concrete and masonry.

J. All outlet boxes and particularly those supporting fixtures shall be securely anchored in place in an approved manner. Support outlet boxes and fixtures in acoustic ceiling areas from building structures, not from acoustic ceilings. All lighting fixture outlets shall be coordinated with mechanical, architectural, or other equipment to eliminate conflicts and provide a workable, neat installation.

K. Approved knock out holes shall be provided. Outlet boxes from which light fixtures will be suspended shall be equipped with 3/8" fixture studs fastened through from back of box.

L. Surface boxes of the cast metal threaded hub type with suitable gasketed covers shall be used for exposed conduit runs less than 5' above a finished floor or where waterproof boxes are required.

M. Floor boxes shall be adjustable, brass trimmed with carpet flanges where carpet is indicated on architectural drawings.

N. Set floor boxes level and trim after installation to fit flush to finished floor surface.

O. Masonry boxes shall have conduit entrances to rear of box with depth as required to clear masonry.

P. Boxes shall be sized for number of conductors entering box.

Q. Wiring devices shall be securely fastened to the outlet box. Where the outlet box covers are back from the finished walls, the device shall be built out with washers so that it is rigidly held in place to the box. Metal extenders shall be provided in flammable construction per CEC.

R. All device screw slots shall be left in a vertical orientation.

S. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor and to outlet box with bonding jumper.

T. Connect ground terminal of isolated-ground receptacles to isolated-ground conductor routed to designated isolated equipment ground terminal of electrical system.
3.9 DISCONNECT DEVICES

A. Thoroughly examine site conditions for acceptance of disconnects switch installation to verify conformance with manufacturer and specification tolerances. Do not commence with installation until all conditions are made satisfactory.

B. Coordinate locations of switches and equipment in the field to provide code required clearances in front of switches and to insure that switches are in sight of the controllers as described in NEC Article 430.

C. Install disconnect switches where indicated on the Drawings.

D. Install fuses in fusible disconnect switches.

E. Include construction channel and mounting hardware as required to support disconnect switch.

F. Provide engraved, machine screw retained nameplate on each disconnect switch. Name plate shall identify equipment and panelboard + branch circuit breaker.

3.10 SUPPORTING DEVICE APPLICATION

A. Hot-dip galvanized materials or nonmetallic channel and angle system components shall be used in damp locations and outdoors.

B. Steel materials shall be used in dry locations.

C. Support clamps for PVC raceways shall be click-type clamp system.

D. Strength of supports shall be adequate to carry present and future loads, times a safety factor of at least four with a minimum of 200-lb design load.

3.11 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure, according to the following criteria, unless otherwise noted:
   1. Wood – wood screws or screw-type nails.
   2. Masonry – toggle bolts on hollow masonry units, expansion bolts on solid masonry units.
   3. New Concrete – concrete inserts with machine screws and bolts.
   4. Existing Concrete – expansion bolts.
   5. Steel – welded threaded studs or spring-tension clamps on steel. Field welding shall comply with AWS D1.1. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
   7. Fasteners shall be selected so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.12 ELECTRICAL IDENTIFICATION

A. Each conductor of every system shall be permanently tagged in each panelboard, pull box, J-box, etc., in compliance with the Occupational Safety and Health Administration (OSHA).
B. Brady labels shall be used to identify terminals and destination of feeders, branch circuits, signal and control circuits, etc., at all terminations, junction boxes and pull boxes, and shall be coordinated with the nameplates in all boxes and equipment.

C. All terminals in the switchboards, panels, relays, switches, devices, starter terminals, etc., shall have Brady labels for identification to identify both ends of all wiring.

D. The Contractor shall furnish and install 1" x 3" x 3/32" thick laminated black Bakelite nameplates with a white core (unless specifically shown as red) engraved to produce white letters on black background for all items of electrical equipment, including 2-pole and 3-pole circuit breakers, panelboards, starters, relays, time switches and disconnect switches.

E. All devices shall have their branch circuit identified on the back side of device plate with a permanent type black marker, i.e. CT A-21. Identify panelboard and circuit number from which receptacles are served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes.

F. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

G. Panels having single-pole circuit breakers shall be provided with typed schedules mounted in welded metal holders behind plastic.

H. Clean surfaces that are to receive self-adhesive identification products before applying.

I. Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on wall plate.

J. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

K. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 6 to 8 inches below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches, overall, use a single line marker.

L. All power conductors shall be identified in accordance with the following schedule:

1. 120/208V, 3 Phase, 4 Wire System.
   a. Phase A: Black.
   b. Phase B: Red.
   c. Phase C: Blue.
   e. Ground: Green
2. 277/480V, 3 Phase, 4 Wire System.
   b. Phase B: Orange.
   c. Phase C: Yellow.
   d. Neutral: White with a colored stripe or gray.
   e. Ground: Green.

M. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

N. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 3/8-inch high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

3.13 FIRESTOPPING

A. Seal all penetrations for work of this section through fire rated floors, walls and ceilings to prevent the spread of smoke, fire, toxic gas or water through the penetration, either before, during, or after the fire. The fire and temperature ratings of the penetration assembly shall be at least that of the floor, wall, or ceiling into which it is installed so that the original fire rating of the floor or wall is maintained as required by Article 300.21 of the California Electrical Code (CEC).

B. Where applicable, provide OZ Type CFSF/I and CAFSF/I fire seal fittings for conduit and cable penetrations through concrete and masonry walls, floors, slabs and similar structures. Where applicable, provide 3M fire barrier sealing penetration system, and/or Thomas and Bett Flame Safe Fire Stop System, and/or Chase Foam fire stop system, including wall wrap, partitions, caps and other accessories as required. All manufacturers’ instructions and recommendations for installation of sealing fittings and barrier sealing systems.

C. The Contractor shall repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed new structures, surfaces and shall install new fireproofing where existing firestopping has been disturbed. The repair and refinishing of materials and other surfaces shall be by skilled mechanics of the trades involved.

3.14 REFINISHING AND TOUCHUP PAINTING

A. The Contractor shall clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location. He shall follow paint manufacturer’s written instructions for surface preparation and for timing and application of successive coats.

B. Damage to galvanized finishes shall be repaired with zinc-rich paint recommended by manufacturer.
C. Damage to PVC or paint finishes shall be repaired with matching touchup coating recommended by manufacturer.

D. See Section 09900, “Painting”.

END OF SECTION 260500