

Contra Costa County Office of Education

Boiler Replacement PROJECT

CRITICAL DATES:

Bid Ad # 1	7/10/2026
Bid Ad # 2	7/17/2026
Publish Plans and Specs	7/10/2026
Job-walk, 10:00 AM	7/21/2026
Last day for Bid Questions	7/29/2026
Last Day for Addendum	7/31/2026
Bid Opening, 2:00 PM	8/4/2026

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**CONTRA COSTA COUNTY OF
EDUCATION BOILER
REPLACEMENT PROJECT MANUAL**

BID NO. 04-2026

BOILER REPLACEMENT PROJECT

**CONTRA COSTA
COUNTY OFFICE OF EDUCATION**

JULY 10th, 2026

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NOTICE TO BIDDERS

Notice is hereby given that the governing board ("Board") of the Contra Costa County Office of Education ("COE") will receive sealed bids for the following project, Contra Costa County Office of Education, Boiler Replacement, Bid No. 04-2026 ("Project" or "Contract"):

The Project consists of:

Boiler replacement and related work at the Contra Costa County Office of Education Stewart Building.

To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): C-4 License. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

Contract Documents will be available on or after July 10, 2026, for review at the COE Facilities Office, 77 Santa Barbara Road, Pleasant Hill, CA 94523, and may be downloaded from the COE's website:

<https://www.ccco.e.k12.ca.us/Departments--Schools/Departments/Business-Services/General-Services/index.html>

Sealed bids will be received until 2:00 p.m., August 4, 2026, at the COE Facilities Office, 77 Santa Barbara Road, Pleasant Hill, CA 94523 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

All bids shall be on the form provided by the COE. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

A bid bond by an admitted surety insurer on the form provided by the COE or a cashier's check or a certified check, drawn to the order of the Contra Costa County Office of Education, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the COE for the performance of the services as stipulated in the bid.

A mandatory pre-bid conference and site visit will be held on Tuesday, July 21, 2026, at 10:00 a.m. at Contra Costa County Office of Education Stewart Building, 77 Santa Barbara Road, Pleasant Hill, CA 94523 ("Site Visit"). All participants are required to sign in, providing a valid, government issued driver's license or other photo I.D., to obtain a guest badge prior to attending the conference and site visit. Failure to attend or tardiness will render bid ineligible.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work. The successful Bidder may substitute securities for any monies withheld by the COE to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the COE, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the COE or on the Internet at: <<http://www.dir.ca.gov>>. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

PUBLISHING DATES

July 10, 2026

July 17, 2026

INSTRUCTIONS TO BIDDERS

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

Contra Costa County Office of Education ("COE") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to COE, Bidder's bid may be rejected at the sole discretion of COE.

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

Contra Costa County Office of Education, Boiler Replacement Project

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. Not Used.
4. COE will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to the COE Lobby Check-In Desk at Main Entry by date and time shown in the Notice to Bidders. This desk is manned full time during business hours.
 - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the COE Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required COE forms. Bids not submitted on the COE's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the COE a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other COE-provided document.

9. Bids shall be clearly written and without erasure or deletions. COE reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. COE reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the COE's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. ~~Iran Contracting Act Certification, if contract value is \$1,000,000 or more.~~ Not Used
 - f. Russia Sanctions Compliance Certification, if state funding is involved.
 - g. ~~Off Road Diesel Fueled Fleet Certification.~~ Not Used
 - h. ~~Federal Debarment Certification.~~ Not Used
 - i. ~~Federal Byrd Anti Lobbying Certification, if contract value is \$100,000 or more.~~ Not Used
 - j. ~~OCIP Insurance forms, if COE has elected to provide OCIP.~~ Not Used
11. Bidders must submit with their bids a cashier's check or a certified check payable to COE, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by COE. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, COE may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by COE as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of COE. It is agreed that calculation of damages COE may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement

according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the COE within twenty-four (24) hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within twenty-four (24) hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. COE will transmit to all prospective Bidders of record such Addenda as COE in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the COE as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the COE, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the COE's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

~~Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control.~~

- ~~18. The COE has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the COE Facilities Office and may be downloaded from the COE's website, www.XXXXX.XXX, using the ["**Facilities Projects and Information**"] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.~~
- ~~19. Pursuant to Education Code section 17550, the COE is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.~~
- ~~20. The COE has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The policy limits, known exclusions, and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual. The COE will require all bidders at a minimum to have no serious and willful violations of Labor Code section 6300 et seq., have a workers' compensation experience modification factor of 1.00 or less, and have an injury prevention program instituted pursuant to Labor Code sections 3201.5 or 6401.7.~~
- ~~21. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled-veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.~~
- ~~22. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to COE that Bidder has fully completed the following:~~
 - ~~a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect~~

cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the COE prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the COE is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the COE of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the COE or other officer or employee of the COE presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, COE only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid,

Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on COE-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. COE is not responsible for the completeness of such information for bidding or construction; nor is COE responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the COE responsible for subsurface conditions that are not specifically shown (for example, COE is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by COE.
23. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The COE is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the COE has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. COE must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful

Bidder will not be allowed to substitute specified items unless properly noticed.

- b. Within thirty-five (35) days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. COE reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
24. Bidders may examine any available "as-built" drawings of previous work by giving COE reasonable advance notice. COE will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
25. All questions about the meaning or intent of the Contract Documents are to be directed via email to the COE to Jessie Elquist, jessie.elquist@pro-k12.com; Ayana Toliver, ayana.toliver@pro-k12.com; Bruce Burns, bburns@cccocoe.k12.ca.us. Interpretations or clarifications considered necessary by the COE in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the COE as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
26. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the COE.
27. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the COE.
28. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the COE's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
29. The COE shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the COE shall select the Bidder to whom to award the Contract by lot.
30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

31. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the COE to reject the Bid as nonresponsive.
32. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the COE, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the COE within twenty-four (24) hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within twenty-four (24) hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.

- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
33. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles COE to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. COE may require Contractor to submit up to three (3) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. ~~Off-Road Diesel-Fueled Fleet Certification.~~ Not Used
 - i. ~~Disabled Veteran Business Enterprise Participation Certification.~~ Not Used
 - j. Drug-Free Workplace Certification.
 - k. Tobacco-Free Environment Certification.
 - l. Drug and Alcohol-Free Schools Certification.
 - m. Workplace Violence Prevention Plan Certification.
 - n. Hazardous Materials Certification.
 - o. Lead-Based Materials Certification.

- p. Imported Materials Certification.
 - q. Criminal Background Investigation/Fingerprinting Certification.
 - r. ~~Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.~~ Not Used
 - s. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
34. Time for Completion: COE may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the COE desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the COE may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to COE within **TEN (10)** calendar days after receipt by Contractor of COE's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the COE, the COE shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the COE had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, COE shall have the authority to award the Contract to the next lowest responsive responsible bidder.
35. COE reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if COE believes that it would not be in the best interest of the COE to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by COE. COE also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
36. It is the policy of the COE that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race,

religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

37. Prior to the award of Contract, COE reserves the right to consider the responsibility of the Bidder. COE may conduct investigations as COE deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to COE's satisfaction within the prescribed time.

END OF DOCUMENT

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Contra Costa County Office of Education ("COE"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the COE offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the COE's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the COE within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the COE's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Original Construction Drawings.
 - (2) Hazardous Material Report(s).

3. Use of Information

- a. Information regarding existing conditions was obtained only for use of COE and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

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

4. Investigations/Site Examinations

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, COE will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and COE's prior approval.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of the Contra Costa County Office of Education ("COE" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 04-2026, for the following project known as:

Contra Costa County Office of Education, Boiler Replacement Project

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

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s). Allowance is \$25,000.00</i>

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
General Unforeseen Repairs During Construction	\$25,000.00
Total Allowance Value	

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, and taxes associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, bonds and insurance, overhead and fee, are deemed to be included in the Base Bid.

The COE shall have sole discretion to authorize all expenditures from the Allowances. The COE shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the COE.

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

- Designated Subcontractors List
- ~~Site Visit Certification Not Used~~
- Non-Collusion Declaration
- ~~Off Road Diesel Fueled Fleet Certification Not Used~~
- ~~Iran Contracting Act Certification Not Used~~
- Russia Sanctions Compliance Certification
- Federal Debarment Certification
- Federal Byrd Anti-Lobbying Certification
- ~~OCIP Insurance forms Not Used~~

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

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

9. Bidder acknowledges that the license required for performance of the Work is a C-4 license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
13. ~~Bidder agrees to comply with all requirements of the Project Labor Agreement.~~
14. ~~Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis-Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.~~
15. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
16. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the COE will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

[SIGNATURE ON FOLLOWING PAGE]

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"), and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Contra Costa County Office of Education ("COE") of Contra Costa County, State of California, as Obligee, in an amount equal to **ten percent (10%) of the Base Bid** plus alternates, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the COE for all Work specifically described in the accompanying bid for the following project: _____ ("Project" or "Contract").

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

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

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

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

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

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

PROJECT: **Contra Costa County Office of Education, Boiler Replacement**

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

The undersigned declares:

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

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

CERTIFICATION:

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

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

END OF DOCUMENT

RUSSIA SANCTIONS COMPLIANCE CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder")

On March 4, 2022, the Governor of California issued Executive Order N-6-22, regarding U.S. economic sanctions against Russia and Russian entities and individuals. As verification of its compliance with the Executive Order N-6-22, as well as applicable federal and state law, Contractor hereby certifies the following with respect to all economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "economic sanctions"):

- 1. Contractor is not the target of economic sanctions.
- 2. Contractor is in compliance with all economic sanctions.

(Check if applicable – Bid is \$5 million or more) Pursuant to Executive Order N-6-22, if the Contract(s) value is/are \$5 million or more, then Contractor hereby agrees to formally report to the COE regarding:

- A. Contractor's compliance with the relevant economic sanctions.
- B. Steps Contractor has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Contractor acknowledges and accepts that failure to complete one of the reporting requirements described above, or determination by the COE, at its sole discretion, that Contractor is a target of relevant economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, may be grounds for termination of the Contract.

Certification:

I, the authorized representative for _____, certify that I am duly authorized to execute this certification, and the Contractor identified below has conducted a good faith review of existing contracts. I further certify and attest that the Contractor is not a target of economic sanctions, and that the Contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by Executive Order N-6-22 and under state law, if any.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER
REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education
("COE") and _____ ("Contractor" or
"Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

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

END OF DOCUMENT

DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Pursuant to, without limitation, COE Board policies, all COE sites, including the Project site, are drug and alcohol-free schools. Possession, use, or sale of drugs and alcohol is prohibited at any time in COE-owned or leased buildings, on COE property, and in COE vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the COE's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.
2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).
3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKPLACE VIOLENCE PREVENTION PLAN CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____

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

California Labor Code section 6401.9 requires covered employers to adopt a comprehensive workplace violence prevention plan, which shall be in writing and shall be available and easily accessible to the COE's employees. To the extent that it may apply to Contractor's employees, the COE's Workplace Violence Prevention Plan ("Prevention Plan") can be found here: <https://www.cccoe.k12.ca.us> or is available at the COE Office.

In light of Section 6401.9 of the California Labor Code, Contractor certifies that Contractor has ascertained that the personnel (including the entity's employees and Subcontractors) providing site services on the COE's Project have (1) received comprehensive Prevention Plan training and (2) access to the Prevention Plan.

Contractor understands that the Project site will need to comply with the Prevention Plan requirements for its employees and Subcontractors. Personnel who have not received comprehensive Prevention Plan training and do not have access to the Prevention Plan or decline to state if they received such training and have access to the Prevention Plan will be treated as not receiving comprehensive Prevention Plan Training and not having access to the Prevention Plan.

Contractor agrees to compensate the COE for any civil penalties and expenses (including attorney's fees) it accrues pursuant to the California Labor Code, including but not limited to, California Labor Code section 6401.9(g), for any California Labor Code violations stemming from Contractor's Project work.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the California Labor Code section 6401.9.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

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

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

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

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

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

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

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

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

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

4. Contractor's Liability

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** between the Contra Costa County Office of Education ("COE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name: _____

Title: _____

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

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

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

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

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

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

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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

END OF DOCUMENT

DIR REGISTRATION VERIFICATION
(Labor Code Section 1771.1)

PROJECT: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER**
REPLACEMENT BID NO. 04-2026

Date Submitted (for Updates): _____

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

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

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

POST BID INTERVIEW

PART 1 – GENERAL

1.01 SUMMARY

If requested by the COE, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the COE. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

1.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the COE to reject the Bid as nonresponsive.

1.03 POST BID INTERVIEW PROCEDURE

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
 - (1) Insurance
 - (2) Bonding
 - (3) Addenda
 - (4) Pre-Bid Clarifications
 - (5) Scope of Work
 - (6) Bid Packages Descriptions
 - (7) Bid Alternates
 - (8) Contract Plans
 - (9) Contract Specifications
 - (10) Project Schedule and Schedule Requirements

- (11) Critical Dates Requirement for Other Bid Packages
- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

1.04 POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

POST BID INTERVIEW

CONSTRUCTION MANAGER

[Name]
[Address 1]
[Address 2]
[Phone]

[Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

CONTRACTOR

[CM]

CONTRACTOR

[CM]

II. PROPOSED CONTRACT:

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

- A. Do you acknowledge submission of a complete and accurate bid? Yes No
- B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? Yes No
- C. Do you acknowledge the requirements for the escrow of bid documents? Yes No
- D. Are you comfortable with your listed subcontractors? Yes No

IV. CONTRACTUAL REQUIREMENTS:

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet specified insurance requirements? Yes No
 - 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No
 - 2. Are you requesting that the COE accept an Excess Liability Insurance Policy to meet the policy limit? Yes No
 - 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? Yes No

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| C. | Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? | Yes | No |
| 1. | Cost for bonds: _____% | Yes | No |
| 2. | Is the cost of your bonds in your base bid? | Yes | No |
| 3. | Is your surety licensed to issue bonds in California? | Yes | No |
| D. | Do you understand the fingerprinting requirements? | Yes | No |
| E. | Is it understood that all workers must be paid prevailing wage? | Yes | No |
| F. | Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? | Yes | No |
| V. | SCOPE OF WORK: | | |
| A. | Acknowledged Receipt of Addenda #1-__ | Yes | No |
| B. | Are the costs for addenda items included in your bid? (if applicable) | Yes | No |
| C. | Do you have a complete understanding of your Scope of Work under the proposed Agreement? | Yes | No |
| D. | You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? | Yes | No |
| | If yes, please identify them. | | |
| 1. | _____ | | |
| | _____ | | |
| 2. | _____ | | |
| | _____ | | |
| 3. | _____ | | |
| | _____ | | |
| | Is (are) there additional cost(s) for the above item(s)? | Yes | No |
| E. | Is the cost for allowance included in your bid? | Yes | No |
| F. | Have you reviewed bid alternative(s) #1-___? (if applicable) | Yes | No |
| G. | Are the costs for bid alternatives included in your bid? | Yes | No |
| H. | Are the plans and specifications clear and understandable to your satisfaction? | Yes | No |

I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

VI. SCHEDULE:

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No

1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No

2. Can you meet the submittal deadline? Yes No

3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No

4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. If not, what do you believe must change and why? Yes No

B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No

1. _____

2. _____

3. _____

4. _____

5. _____

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

VII. EXECUTION OF WORK

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

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

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

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

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

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

IX. CONTRACTOR

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

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

[Company Name]

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the Contra Costa County Office of Education ("COE")

Re: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT BID NO. 04-2026** ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20__, by action of the superintendent or superintendent's designee pursuant to a delegation of authority by the COE's Board pending ratification.

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

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

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

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

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

- h. ~~Off-Road Diesel Fueled Fleet Certification.~~ Not Used.
- i. ~~Disabled Veteran Business Enterprise Participation Certification.~~ Not Used.
- j. Drug-Free Workplace Certification.
- k. Tobacco-Free Environment Certification.
- l. Workplace Violence Prevention Plan Certification.
- m. Hazardous Materials Certification.
- n. Lead-Based Materials Certification.
- o. Imported Materials Certification.
- p. Criminal Background Investigation/Fingerprinting Certification.
- q. ~~Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.~~ Not Used.

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

After you comply with those conditions, COE will return to you one (1) fully signed counterpart of the Agreement.

**CONTRA COSTA
COUNTY OFFICE OF EDUCATION**

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Contra Costa County Office of Education ("COE") and ____

("Contractor")
("Agreement").

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

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

Contra Costa County Office of Education, Boiler Replacement

("Project" or "Contract" or "Work")

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

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

- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **thirty-six (36)** consecutive calendar days ("Contract Time") from the date specified in the COE's Notice to Proceed or, only in the event no Notice to Proceed is issued, from the date Contractor first furnishes work on the Project, unless terminated by the COE earlier for cause or for convenience.
- 5. Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the COE for all loss and damage that the COE may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The COE shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the COE will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the COE the sum of Seven Hundred Fifty dollars (\$750.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

- 7. Loss Or Damage:** The COE and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the COE and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- 8. Limitation Of COE Liability:** COE's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall COE be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the COE, or, only in the event no Notice to Proceed is issued, prior to the date Contractor first furnishes work on the Project, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the COE, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the COE, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-4** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with Division 3, Chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the COE, pursuant to sections 1770 et seq. of the California Labor Code.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall

perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the COE may not issue payment.

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

_____ Dollars
(\$ _____),

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

**CONTRA COSTA COUNTY OFFICE OF
EDUCATION**

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the Contractor executing this Contract is a corporation, the Contractor shall furnish to COE satisfactory evidence of the authority of the officer signing on behalf of the corporation.

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: **CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT**

PROJECT/CONTRACT NO.: CONTRA COSTA COUNTY OFFICE OF EDUCATION BOILER REPLACEMENT BID NO. 04-2026 between the Contra Costa County Office of Education and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20__.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. DIR Registration Verification: A complete list of all subcontractors for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

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

**CONTRA COSTA
COUNTY OFFICE OF EDUCATION**

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

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

2. Ownership of Escrow Bid Documentation

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

COE agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

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

4. Submittal of Escrow Bid Documentation

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

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

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

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

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

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

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

END OF DOCUMENT

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

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Contra Costa County Office of Education ("COE"), whose address is 77 Santa Barbara Road, Pleasant Hill, California 94523, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

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

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

Securities shall be held in the name of Contra Costa County Office of Education, and shall designate Contractor as beneficial owner.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of COE:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of COE:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Contra Costa County Office of Education, ("COE") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Contra Costa County Office of Education, ("COE") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

CONTRA COSTA COUNTY OFFICE OF EDUCATION, BOILER REPLACEMENT

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

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

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

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

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

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

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

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

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Contra Costa County Office of Education
 77 Santa Barbara Road
 Pleasant Hill, CA 94523

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

**Project: CONTRA COSTA COUNTY OFFICE OF EDUCATION
 BOILER REPLACEMENT**

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

Bid No.: BID NO. 04-2026

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

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

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

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

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

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

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

Signatures:

<p>COE:</p> <p>CONTRA COSTA COUNTY OFFICE OF EDUCATION</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>CONTRACTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>

END OF DOCUMENT

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: Contra Costa County Office of Education, Boiler Replacement Bid No. 04-2026

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

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

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

Description	Unit Price	Quantity	Cost

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

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

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

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

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

Type / Model	Hrs. Operated	Rate

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

Complete based on information reported above.

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

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

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

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

SUBMITTED BY:

REVIEWED BY:

Contractor:

COE:

[Name]

Date

[Name]

Date

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

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Contra Costa County Office of Education
77 Santa Barbara Road
Pleasant Hill, CA 94523

PCO NO.:

Project: _____
Bid No.: _____
RFI #: _____

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

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

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

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h) (if applicable)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (j) (if applicable)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)		____ Calendar Days

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e) (if applicable)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (g) (if applicable)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

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

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

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the CONTRA COSTA COUNTY OFFICE OF EDUCATION ("COE") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, COE and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of Contra Costa, California; and

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

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

AGREEMENT AND RELEASE

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

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

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

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

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

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

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

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges COE, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the COE, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

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

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

CONTRA COSTA COUNTY OFFICE OF EDUCATION

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Contra Costa
County Office of Education ("COE") for the following project:

PROJECT: **Contra Costa County Office of Education, Boiler Replacement**

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

1.1.10 Claim: A Contractor Claim within the meaning of Public Contract Code sections 9204 and/or 20104 et seq.

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

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

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

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

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

- 1.1.14.21** Prevailing Wage Certification
- 1.1.14.22** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.14.23** Drug-Free Workplace Certification (if applicable)
- 1.1.14.24** Tobacco-Free Environment Certification (if applicable)
- 1.1.14.25** Workplace Violence Prevention Plan Certification
- 1.1.14.26** Drug and Alcohol-Free Schools Certification (if applicable)
- 1.1.14.27** Hazardous Materials Certification (if applicable)
- 1.1.14.28** Lead-Based Materials Certification (if applicable)
- 1.1.14.29** Imported Materials Certification (if applicable)
- 1.1.14.30** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.31** Roofing Project Certification (if applicable)
- 1.1.14.32** DIR Registration Verification
- 1.1.14.33** Iran Contracting Act Certification (if applicable)
- 1.1.14.34** Russia Sanctions Compliance Certification (if applicable)
- 1.1.14.35** Federal Debarment Certification (if applicable)
- 1.1.14.36** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.37** Post Bid Interview (if used)
- 1.1.14.38** All Plans, Technical Specifications, and Drawings
- 1.1.14.39** Any and all addenda to any of the above documents
- 1.1.14.40** Any and all change orders or written modifications to the above documents if approved in writing by the COE

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

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

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

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

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

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

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

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

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

1.1.23.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the COE; and/or

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

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

1.1.25 DSA: Division of the State Architect.

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

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

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

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

1.1.30 Plans: See **Drawings**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.50 State: The State of California.

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

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

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

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

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

1.2 Laws Concerning the Contract; Venue

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

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

1.3 No Oral Agreements

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

1.4 No Assignment

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

1.5 Notice and Service Thereof

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

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

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

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

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

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

1.6 No Waiver

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

1.7 Substitutions for Specified Items

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

1.8 Materials and Work

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

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

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

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

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

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

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to COE, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise COE as to owner thereof.

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

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

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

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until

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

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the COE during the Project and will observe the progress and quality of the Work on behalf of the COE. Architect shall have the authority to act on behalf of COE to the extent expressly provided in the Contract Documents and to the extent determined by COE. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

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

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

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

4. CONSTRUCTION MANAGER

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

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the COE, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the

Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

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

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

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

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

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

5.2 Tests and Inspections

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

5.2.2 The COE will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the COE's representative and not by the Contractor. The Contractor shall notify the

COE's representative a sufficient time in advance of its readiness for required observation or inspection.

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

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

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

5.3 Costs for After Hours and/or Off Site Inspections

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

6. CONTRACTOR

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

6.1 Status of Contractor

6.1.1 Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the COE in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the COE's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, COE being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the COE, and are not entitled to benefits of any kind or nature normally provided employees of the COE and/or to which COE's employees are normally

entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the COE, or any of the COE's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. COE shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

6.1.3 As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: <https://www.dir.ca.gov/public-works/contractor-registration.html> or current URL.

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 **[RESERVED]**

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

6.1.7 **[RESERVED]**

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

6.2 **Project Inspection Card(s)**

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

6.3 **Contractor's Supervision**

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

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

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

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to COE, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to COE's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

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

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

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

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

6.5 Field Office

Contractor shall provide a temporary office on the Site for the COE’s use exclusively, during the term of the Contract.

6.6 Purchase of Materials and Equipment

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

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Site, or at another location as the COE may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to COE, Construction Manager, Architect, Architect’s representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

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

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

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

6.8 Preservation of Records

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

6.9 Integration of Work

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

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

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

ordinance, rules, or regulations. Following receipt of written notice from Contractor, the COE and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

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

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

6.10 Notifications

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

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

6.11 Obtaining of Permits, Licenses and Registrations

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

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

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

6.11.2.2 Contractor shall comply with any COE SWPPP that is approved by the COE and applicable to the Project, at no additional cost to the COE. Contractor

shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.11.2.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the COE, who shall perform on-site inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMPs").

6.12 Royalties and Patents

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

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

6.13 Work to Comply With Applicable Laws and Regulations

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

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

6.13.1.2 National Board of Fire Underwriters' Regulations

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

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

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

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

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

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

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U.S. Copyright Act

6.13.1.14 U.S. Visual Artists Rights Act

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

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

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

6.13.5 [RESERVED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.14.16 Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the COE and others.

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

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

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

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

6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless

each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the COE prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the COE as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

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

6.16 Cleaning Up

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

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

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

6.16.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the COE, the COE may, at its sole discretion, then perform the clean-up. All cost associated with the clean-up work (including all

travel, payroll burden, and costs for supervision) will be deducted from the Contract Price.

6.17 No Relief from Obligations Based on Review by Other Persons

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

7. SUBCONTRACTORS

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

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

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to COE for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

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

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

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

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

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

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

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

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

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

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

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

8. OTHER CONTRACTS/CONTRACTORS

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

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

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

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

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

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

9. DRAWINGS AND SPECIFICATIONS

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

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

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

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

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

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

Specifications. In case of ambiguity, conflict, or lack of information, COE will furnish clarifications with reasonable promptness.

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

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

9.9 Ownership of Drawings

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

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

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

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

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

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

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

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

10.1.1.2.1 Divided into at least the following categories:

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

10.1.1.2.2 And also divided by each of the following areas:

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

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

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2.5%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 3%.

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

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

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

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

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by COE, this shall become the Submittal Schedule. All submittals shall be forwarded to the COE by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the COE so as not to delay the Construction Schedule. Upon request by the COE, Contractor shall provide an electronic copy of all submittals to the COE. All submittals shall be submitted no later than ninety (90) days after the Notice to Proceed.

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

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

10.1.1.4.2 All applicable DSA requirements for a site safety plan including, without limitation, Chapter 33 of the California Fire Code ("CFC"). The section of the plan addressing the requirements of Section 3303.1.1 of the CFC shall be a separate and clearly identified section for submission to DSA.

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

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

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

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

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

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

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

10.2 Monthly Progress Schedule(s)

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

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

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

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

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

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

10.3 Material Safety Data Sheets (MSDS)

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

10.4 Submittals

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

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

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

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

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of

existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

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

11.3 Access to Work

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

11.4 Layout and Field Engineering

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

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

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of COE. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of COE and with COE's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

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

11.8 Regional Notification Center

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

11.9 Existing Utility Lines

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

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

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require COE to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

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

11.10 Notification

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

11.11 Hazardous Materials

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

11.12 No Signs

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

12. TRENCHES

12.1 Trenches Greater Than Five Feet

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

12.2 Excavation Safety

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

12.3 No Tort Liability of COE

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

12.4 No Excavation without Permits

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

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

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

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

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

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

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

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

13. INSURANCE AND BONDS

13.1 Insurance

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

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance in a form at least as broad as Insurance Services (ISO) Form CG 00 01 that shall protect Contractor, its agents, representative, employees, or subcontractors, COE, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for products and completed operations, property damage, bodily injury and personal injury, death, advertising injury, and medical payments arising from, or in connection with, the performance of the Work of the Project within the Contract Documents at the required limits, or Contractor shall procure and maintain these coverages separately. Contractor shall procure and maintain Automobile Liability Insurance in a form at least as broad as ISO Form CA 0001 covering Code 1 (any auto) at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by COE.

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

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the COE's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess Liability Insurance Policy shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, COE, its trustees, employees, and agents, the State, Construction Manager(s), Program Manager(s), and

Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Contractor except where smaller minimum limits are permitted as set forth in the Special Conditions. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13.1.4 Workers' Compensation and Employers' Liability Insurance

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

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

13.1.4.3 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of COE for all work performed by Contractor, its employees, agents and subcontractors.

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

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The cost value basis shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or

laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

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

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

13.1.6.3 If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

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

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

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

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

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

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that COE, its trustees, employees and agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

13.1.7.2.5 Contractor’s and Subcontractors’ insurance coverage at least as broad as ISO CG 20 01 04 13 shall be primary and non-contributory to any insurance or self-insurance maintained by COE, its trustees, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s). This requirement shall also apply to any Excess liability policies.

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

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

13.1.7.4 Insurance written on a “claims made” basis shall be retroactive to a date that coincides with or precedes Contractor’s commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover the Contractor and all Subcontractors for all claims made. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy from with a retroactive date prior

to the effective date of this Agreement, or the start of Work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the COE for review.

13.1.7.5 Contractor’s and Subcontractors’ insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by COE, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s).

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

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

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

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13.1.8 Insurance Policy Limits

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

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$5,000,000 per occurrence; \$10,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers’ Compensation		Statutory limits pursuant to State law
Employers’ Liability		\$1,000,000 per accident for bodily injury or disease
Builder’s Risk (Course of Construction)		Full replacement value for scope of Work
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

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

13.2 Contract Security - Bonds

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

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

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

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

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **TWO (2)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

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

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

At the COE's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **TWO (2)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to COE. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that COE is authorized to proceed to have defects

repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

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

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

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

14.2 Indemnity and Defense

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

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the

Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The COE shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If a conflict-of-interest bars joint representation of Contractor and Indemnitees, COE shall have the right to select its own counsel, subject to Contractor's reasonable right of rejection. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Even if the Contractor assumes the defense of the COE with acceptable counsel, the COE, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Contractor of any of its obligations hereunder. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the COE in the event of any Claim(s).

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

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

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

14.2.6 The COE may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the COE, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the COE, Architect(s) and

Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

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

15. TIME

15.1 Notice to Proceed

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

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

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

15.2 Computation of Time / Adverse Weather

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

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

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

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

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

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

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

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

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

15.3 Hours of Work

15.3.1 Sufficient Forces

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

15.3.2 Performance During Working Hours

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

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the COE and at the COE's request, coordinate its Work to not disturb COE students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The COE or COE's Representative will provide Contractor with a schedule of test dates concurrent with the COE's issuance of the Notice to Proceed, or as soon as test dates are made available to the COE.

15.4 Progress and Completion

15.4.1 Time of the Essence

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

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's

peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to COE claim for damages.

15.5 Schedule

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

15.6 Expeditious Completion

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

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

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

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including adverse weather delays, strikes, acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify COE in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect ("Notice of Delay"). COE shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor's Notice of Delay and request for a time extension pursuant to subparagraph 16.2 is a condition precedent to Contractor's submittal of and/or entitlement to a claim pursuant to Article 25 of these Construction Provisions. Contractor shall notify the COE pursuant to the Claims Process provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the COE may determine whether the delay is to be considered avoidable or

unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

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

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

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule and main sequence of schedule activities to enable COE to evaluate the impact of changed Work to the scheduled critical path. (This information must be provided for any portion of any delay of seven (7) days or more.) The Contractor shall be responsible for all costs associated with the preparation of Time Impact Analyses.

16.2.4 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the COE of causes of delay to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by COE. At COE's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

16.2.5 Contractor must comply with requirements in subsection 16.2 for a Notice of Delay and supporting justification notwithstanding if Contractor contends the specific delay period is unknown and continuing. When submitting a Notice of Delay and supporting justification, Contractor must provide an estimated delay duration to critical path activities at the time the Notice of Delay and supporting justification is required to be submitted. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of a Notice of Delay. If Contractor contends the delaying event(s) are continuing, Contractor must update monthly the estimated delay period with supporting justification.

16.2.6 Contractor's failure to timely submit a written Notice of Delay and/or provide the justification required in subparagraph 16.2 shall constitute Contractor's waiver of any right to later submit a Proposed Change Order or pursue a Claim on

the circumstances giving rise to the request, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits because the Contractor will not have satisfied a condition precedent or exhausted administrative remedies required to show entitlement to a Contract Time adjustment. Contractor acknowledges that these written notices and justification requirements are critically important to COE's Work, Project management, and evaluating potential options and alternatives to implement mitigation efforts to reduce or eliminate additional Project costs and delays.

16.3 No Additional Compensation for Delays Within Contractor's Control

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

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

16.3.2.1 The COE is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

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

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

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

16.3.3 Where an event for which COE is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate COE-caused time impact. The Contractor shall submit its mitigation plan to COE within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.

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

16.3.4.1 Actually incurred performing the Work;

16.3.4.2 Not compensated by the Markup allowed; and

16.3.4.3 Directly result from the extended Contract Time.

16.3.5 Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g. Eichleay, labor factors). No time will be granted under this Contract for cumulative effect of changes.

16.4 Force Majeure

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

16.5 Float or Slack in the Schedule

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

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the COE as herein provided. COE shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the COE's governing board has authorized the same and the cost thereof has been approved in writing by

Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the COE for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

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

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

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

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

17.2 Architect Authority

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

17.3 Price Request

17.3.1 Definition of Price Request

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

17.3.2 Scope of Price Request

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

17.4 Change Orders

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

17.4.1.1 A description of a change in the Work;

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

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

17.5 Proposed Change Order

17.5.1 Definition of Proposed Change Order

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

17.5.2 Changes in Contract Price

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

17.5.3 Changes in Time

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

time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.5.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the COE has identified specific work, Contractor has submitted a price for that work or the COE has proposed a price for that work, the COE has accepted the cost for that work, and the COE has executed an Allowance Expenditure Directive incorporating that work. If Allowance was included in Contract Price before mark-up ("above the line"), Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental. No mark-up for insurance, bonds, overhead and profit shall be added to the Allowance Expenditure Directive unless Allowance was included in the Contract Price after mark-up ("below the line"). Allowance will only be treated as "below the line" if shown in the Bid Documents and the Bid Documents are escrowed.

Any unused portion of the Allowance, and related mark-up if Allowance was included above the line, will revert to the COE documented by a deductive Change Order. Contractor authorizes the COE to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

Whenever actual costs are more than the Allowance, the amount covered by the Allowance will be approved at cost (i.e., only the amount within the Allowance will be approved for payment). Contractor must follow the Change Order procedure to adjust the Contract Price for amounts in excess of the Allowance.

17.5.5 Unknown and/or Unforeseen Conditions

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

17.5.6 Time to Submit Proposed Change Order

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

17.5.7 Proposed Change Order Certification

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

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

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17.6 Format for Proposed Change Order

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

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all Tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h) (if applicable)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (j) (if applicable)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	_____ Calendar Days	

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	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e) (if applicable)		
(g)	<u>Subtotal</u>		
(h)	<u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (g) (if applicable)		
(i)	<u>TOTAL</u>		
(j)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

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

17.6.3 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates established by the bid advertisement date or when the Contract was awarded, whichever is applicable, in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

17.6.4 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site.

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

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

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

utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

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

17.7 Change Order Certification

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

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

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

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

17.7.3 Mandatory Use of Forms. Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to COE's processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.8 Determination of Change Order Cost

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

17.8.1.1 COE acceptance of a PCO;

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

17.8.1.3 By agreement between COE and Contractor.

17.8.2 Mark-up for overhead and profit and bonds and insurance shall be based on the net increase or decrease to the Contract Price; Contractor shall not split Change Orders to artificially increase markup and/or decrease credit.

17.9 Deductive Change Orders

COE reserves the right to unilaterally reduce the scope of Work or perform work with other forces or its own forces. All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in COE's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of ten percent (10%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.10 Addition or Deletion of Alternate Bid Item(s)

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

17.11 Discounts, Rebates, and Refunds

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

17.12 Construction Change Directives

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

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

17.13 Force Account Directives

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

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

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

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

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

17.13.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47 (Daily Force Account

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

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

17.14 Accounting Records

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

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the COE pursuant to the provisions herein including, without limitation, Article 25 Claims Process provisions. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

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

17.17 Alteration to Change Order Language

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

17.18 Failure of Contractor to Execute Change Order

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

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the COE, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

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

19. PAYMENTS

19.1 Contract Price

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

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

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

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

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

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

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

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

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

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

19.2.1.1.1.8 A total of the retentions held;

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

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

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

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

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

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment

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

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

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

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the COE or the DIR to the requesting entity, and

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

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

19.2.2 Prerequisites for Progress Payments

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

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

- 19.2.2.1.6** Schedule of unit prices, if applicable;
- 19.2.2.1.7** Submittal Schedule;
- 19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;
- 19.2.2.1.9** Copies of necessary permits;
- 19.2.2.1.10** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11** Initial progress report;
- 19.2.2.1.12** Surveyor qualifications;
- 19.2.2.1.13** Written acceptance of COE's survey of rough grading, if applicable;
- 19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.2.1.15** All bonds and insurance endorsements; and
- 19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

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

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

19.3 Progress Payments

19.3.1 COE's Approval of Application for Payment

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

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

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after

receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the COE to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the COE exceeds this seven-day return requirement.

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

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

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

19.3.1.2.2 Results of subsequent tests and inspections,

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

19.3.1.2.4 Specific qualifications expressed by the Architect.

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

19.3.2 Payments to Contractor

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

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

19.3.2.3 Default Payment Instructions. COE shall make all payments to Contractor by check, payable to the legal name of Contractor stated on Contractor's Bid Form and Proposal, and mailed to the address stated on Contractor's Bid Form and Proposal.

19.3.2.4 No Modifications Without Prior Verification; Contractor Bears All Risk. Any request to modify the payment instructions, including, without limitation, to change the recipient, address, or method of payment (e.g., electronic funds transfer), shall strictly comply with all of the following:

19.3.2.4.1 Contractor must make a written request on Contractor's letterhead, signed by an authorized officer of Contractor. Email, text, or verbal requests shall not suffice. Contractor's written request must include bank account verification in the form of a bank letter or voided check.

19.3.2.4.2 Following Contractor's written request, the COE and an authorized officer of Contractor must verbally confirm the modification request in a real-time telephone call, using Contractor's contact information already on file.

19.3.2.4.3 Following the real-time telephone call, the Parties must both sign a written amendment before the modification to the payment instructions takes effect.

Contractor assumes all risk of loss arising from any request to modify the payment instructions from the default payment instructions including, without limitation, risks from fraudulent, spoofed, or hacked communications.

19.3.2.5 Additional Insurance for Modification Requests. In connection with any Contractor request to modify the payment instructions, the COE may require Contractor to provide, as a condition of processing the modification, evidence of the following additional insurance:

19.3.2.5.1 Commercial Crime Insurance, including Social Engineering Fraud coverage, with limits of not less than \$1,000,000 per occurrence.

19.3.2.5.2 Cyber Liability Insurance, with limits of not less than \$1,000,000 per claim.

19.3.3 No Waiver

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

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The COE may withhold payment in whole, or in part, to the extent reasonably necessary to protect the COE if, in the COE's opinion, the representations to the COE

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

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

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

19.4.1.3 Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.6 Damage to the COE or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

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

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

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the COE or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 COE may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, COE shall make such payments on behalf of Contractor. If any payment is so made by COE, then that amount shall be considered a payment made under Contract by COE to Contractor and COE shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. COE will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, COE may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The COE shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If COE deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an

equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of COE for Subcontractor Payment

The COE shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

COE shall have the right in its sole discretion, if necessary for the protection of the COE, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the COE and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the COE to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the COE.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 COE will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of COE.

20.1.2 The Work may only be accepted as complete by action of the governing board of the COE.

20.1.3 COE, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to

the satisfaction of COE, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the COE's acceptance of completion, COE shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by COE, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, COE may elect to proceed as provided herein related to adjustments to Contract Price, and/or COE's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the COE, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver to the COE corrected sepias and data storage device acceptable to COE with AutoCAD file.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor shall submit to COE all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Spare Parts and Maintenance Manuals:

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

20.2.2.4.2 Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.5 Instruction of COE Personnel:

20.2.2.5.1 Before final inspection, at agreed upon times, Contractor shall instruct COE's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

20.2.2.5.2 For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.

20.2.2.5.3 Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.5.4 Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

20.2.2.5.5 Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.6 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.7 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein and maintain the presence of a Project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without COE's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and COE acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and COE a final inspection report noting the Work, if any, required in order to complete in

accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the COE and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the COE its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Replace filters of operating equipment.

20.3.3.1.6 Painting and special finishes complete.

20.3.3.1.7 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.8 Tops and bottoms of doors sealed.

20.3.3.1.9 Floors waxed and polished as specified.

20.3.3.1.10 Carpeted and soft surfaces vacuumed.

20.3.3.1.11 Broken glass replaced and interior and exterior glass and all surfaces exposed to view cleaned.

20.3.3.1.12 Equipment and fixtures cleaned to a sanitary condition.

20.3.3.1.13 Grounds cleared of Contractor's equipment, raked clean of debris, and remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

20.3.3.1.14 Site cleaned, paved areas swept, and clean landscaped surfaces raked.

20.3.3.1.15 Roofs, gutters, down spouts, and drainage systems cleaned of debris.

20.3.3.1.16 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.17 Temporary labels, tape, stains, and foreign substances removed, transparent and glossy surfaces polished,

20.3.3.1.18 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.19 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the COE to make a final inspection shall be considered an additional service of COE, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 COE's Rights to Occupancy

The COE may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the COE's Final Acceptance of any part of the Work. Neither the COE'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 COE shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the COE occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the COE agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims Process provisions herein, with the added provision that during the dispute process, the COE shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the COE, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or COE's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The COE shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon COE's acceptance of the Work of the Contractor as fully complete by the Governing Board of the COE (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the COE shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the COE, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26 (Agreement and Release of Any and All Claims) from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of COE required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the COE all manuals and materials required by the Contract Documents, which must be approved by the COE.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the COE or that the COE has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by COE.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the COE and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The COE will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the COE, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by COE as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the COE and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the COE or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that COE has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, COE may remove it and may store any material at Contractor's

expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, COE may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the COE and/or COE may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the COE, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the COE to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive COE's acceptance of the Work under the Contract and termination of the Contract. The COE shall give such notice promptly after discovery of the condition.

23.3 COE's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the COE, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, COE may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the COE;

23.3.2.2 That the COE deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the COE exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the COE hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the COE shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or COE may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 COE's Request for Assurances

If COE at any time reasonably believes Contractor is or may be in default under this Contract, COE may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the COE may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of COE's request, deliver a written cure plan that meets the COE's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 COE's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The COE, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of COE; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at COE's sole determination of any of the above conditions, COE may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of COE's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to COE for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, COE may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives COE written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to COE.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the COE notifies Surety of the COE's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to COE's approval. COE's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify COE or begin performance as indicated herein, COE may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to COE for any excess cost or other damages the COE incurs thereby. Time is of the essence in this Contract. If the COE takes over the Work as herein provided, COE may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.2.2.5 In the alternative, the COE shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the COE, no Subcontractor shall have any claim against the COE or third party for Work performed by Subcontractor or other matters arising prior to termination of the

Contract and/or the Contractor's right to perform the work of the Contract. The COE or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the COE so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the COE may require, for the purpose of fully vesting in the COE the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the COE for expenses and damages suffered by the COE as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.2.3 In the event of a termination for cause, if the expense to the COE to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to COE within twenty-one (21) days of COE's request.

24.2.4 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, effective as of the same date as the purported termination for cause, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

24.3 Termination of Contractor for Convenience

24.3.1 COE in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the COE in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within thirty (30) days of the notice, Contractor shall submit to the COE a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the COE except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. COE shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 If Contractor objects to the termination for convenience, including disagreement on the actual cost due Contractor, the COE retains the right to all the options available to the COE under a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the COE, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The COE retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the COE by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the COE shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the COE shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the COE or for any changes the COE may make in the Work or for the money expended by the COE in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to COE.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of COE on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the COE's discretion, in the case of

any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The COE, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 COE in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the COE may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputes

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever, then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to COE that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for a Dispute is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the COE.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the COE under the Contract;

25.3.1.2 Payment by the COE of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the COE.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of COE or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the COE is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the COE and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

The Parties may mutually agree in writing to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. Absent prior mutual waiver, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the COE shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon

receipt of a Claim, the COE and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the COE needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the COE shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the COE issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, COE and Contractor must comply with the sections below regarding Public Contract Code section 20104, et seq. and Government Code Claim Act Claims.

25.5.1.3 If the COE fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the COE's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the COE's written response, or if the COE fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the COE shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the COE shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the COE issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the COE and Contractor sharing the associated costs equally. The COE and Contractor shall mutually

agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the COE and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the COE may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a COE because privity of contract does not exist, the contractor may present to the COE a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the COE shall furnish reasonable documentation to support the Claim.

25.6.2 Within forty-five (45) days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the COE and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the COE harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1

of Government Code as a condition precedent to the Contractor's right to bring a civil action against the COE.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the COE shall be tolled from the time the claimant submits his or her written claim until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and COE by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the COE any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the COE shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the COE may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 COE's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the COE shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the COE may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the COE and the Contractor.

25.8.1.3.2 The COE's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after

receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the COE's written response, or the COE fails to respond within the time prescribed, Contractor may so notify the COE, in writing, either within fifteen (15) days of receipt of the COE's response or within fifteen (15) days of the COE's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the COE shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (article 3 (commencing with Section 2016) of chapter 3 of title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The COE shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the COE shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Article and will hold the COE harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor’s right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 COE shall not be deemed to waive any provision under this Article 25, if at COE’s sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both COE and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 COE’s rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 COE rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney’s Fees

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney’s fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations (“DIR”), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified

payroll records directly to the DIR. The COE may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the COE's principal office and copies will be made available to any interested party on request or available online at <http://www.dir.ca.gov/>. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the COE but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to COE, forfeit the statutory amount up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the COE and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of COE and to the Labor Commissioner.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the COE forfeit the statutory amount (believed by the COE to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the COE.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file online on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social

security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 If CPRs enumerated hereunder are not filed directly with the DIR by Contractor and/or its subcontractor(s), COE may not make any payment or delay payment to Contractor until Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of COE, Labor Commissioner, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the COE, Division of Apprenticeship Standards, or the Labor Commissioner. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COE, Division of Apprenticeship Standards, or Labor Commissioner shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform COE of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 If the COE seeks to obtain CPRs, Contractor shall have ten (10) days to comply following receipt of a written notice requesting the CPRs. In the event that Contractor or subcontractor fails to comply within the 10-day period, COE shall notify the Labor Commissioner who may request penalties be withheld from progress payments then due. As penalty for noncompliance, Contractor or subcontractor shall forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment due to the failure of a subcontractor to provide CPRs.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she/they is employed, and shall be employed only at the work of the craft or trade to which he/she/they is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she/they is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to COE the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 1515 Clay Street, 19th floor, Suite 1902, Oakland, California 94612.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is COE and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, COE, upon request, will execute documents necessary to show (1) that COE is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of COE. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the COE at no additional cost.

END OF DOCUMENT

SPECIAL CONDITIONS

1. Preparation of Solicitation of Subsequent Contracts

6.1.9 Contractor's duties and services under this Contract shall not include preparing or assisting the COE with any portion of the COE's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the COE. The COE shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the COE to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

2. Project Not Subject to DSA Oversight

This Project is not subject to DSA Oversight or Requirements. Where applicable, "Authority Having Jurisdiction" or "AHJ" shall be substituted for DSA.

3. Mitigation Measures

None

4. Occupied Site

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

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

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

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

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

4.6 Work during Instructional Time. By submitting its bid, Contractor acknowledges that the Project may overlap with ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to COE. If Contractor cannot adequately minimize the disruption to COE's satisfaction, COE reserves the right to require that Contractor perform Work outside of school operation hours at no additional cost to COE.

5. Badge Policy for Contractors

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

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

5.1.1 Name of Contractor

5.1.2 Name of Employee

5.1.3 Contractor's address and phone number

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

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

6. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the COE, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which COE made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

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

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

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

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the COE or others under Contract with the COE); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the COE. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by COE's acceptance and/or approval of any substitute; and

1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the COE with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the COE be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the COE incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. COE may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. COE, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

7. Weather Days

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January		July	<u>2</u>
February		August	<u>2</u>
March		September	<u>2</u>
April		October	
May		November	
June		December	

8. Insurance Policy Limits

8.1. Contractor Insurance. All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A+. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	
		\$2,000,000 per occurrence; \$4,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	
		Personal vehicles: \$100,000 per person/ \$300,000 per accident]
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		[\$0]
Builder’s Risk (Course of Construction)		[\$0]
Pollution Liability		[\$0]

8.2 Subcontractor Insurance. The limits of insurance for those subcontractors whose subcontract does not exceed One Million Dollars (\$1,000,000) shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		\$1,000,000 per accident for bodily injury or disease

9. Permits, Certificates, Licenses, Fees, Approvals

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

None

9.2 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities

None

10. Project Labor Agreement/Payroll Records

None

11. As-Builts and Record Drawings

11.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set

11.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of one set of Record Drawings in hard copy.

12. Disabled Veteran Business Enterprises Not Used

~~This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the COE to have a participation goal for disabled veteran business enterprises (“DVBE”) of at least three percent (3%), per year, of the overall dollar amount expended each year by the COE on~~

~~projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the COE with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.~~

13. Construction Manager

The COE will use a Construction Manager on the Project that is the subject of this Contract. Pro-K12 Consulting and CM Services (Pro-K12) is the Construction Manager for this Project.

14. Program Manager

Pro-K12 is the Program Manager designated for the Project that is the subject of this Contract.

15. Project Milestones

Description	Due Dates	Liquidated Damages
First Bid Advertisement	July 10, 2026	N/A
Second Bid Advertisement	July 17, 2026	N/A
Pre-Bid Job-Walk	July 21, 2026, 10:00 a.m.*	N/A
Last Day for Pre-Bid RFIs	July 29, 2026, 3:00 p.m.*	N/A
Bid Opening	August 4, 2026, 2:00 p.m.*	N/A
Award Contract	August 7, 2026*	N/A
Notice to Proceed ('NTP')	August 17, 2026*	N/A
Shop Drawings & Submittals Due	14 Days from Notice to Proceed	\$750/Cal Day
Start of Procurement	August 17, 2026*	N/A
End of Procurement	September 8, 2026	\$750/Cal Day
Start of On-Site Construction	September 8, 2026*	N/A
Project Completion	September 22, 2026 (36 Calendar Days after Notice to Proceed)	\$750/Cal Day
Provide All Required Close-Out Documents	30 Calendar Days After Project Completion	\$250/Cal Day

*Schedule date is subject to change at COE's discretion

The Contractor shall complete all work requiring boiler shutdown within a maximum outage period of **five (5) consecutive standard workdays (Monday through Friday)**. The Contractor shall coordinate the shutdown schedule with the Owner and obtain approval prior to commencing the outage.

Any additional shutdown time beyond the allotted five (5) workdays, or any work requiring overtime, weekend, holiday, or after-hours operations to maintain the approved schedule, shall be the sole responsibility of the Contractor and shall be performed at no additional cost to the Owner.

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

1. Summary

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

2. Notice of Hazardous Waste or Materials

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

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

3. Additional Warranties and Representations

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

4. Monitoring and Testing

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

Contractor will include the potential impact of these activities or tests by COE in the Contract Price and the Scheduled Completion Date.

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

5. Compliance with Laws

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

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. COE may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to COE to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that COE may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide COE with the name and address of each waste disposal facility prior to any disposal, and COE shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which COE has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the COE.

7. Permits

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

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

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

8. Indemnification

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

9. Termination

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

END OF DOCUMENT

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:

Provide new mechanical equipment and work as generally delineated on the plans to provide a complete functioning boiler and heating hot water distribution pumping system. The boiler and controls shall be integrated with the existing building management system. Work shall include but is not limited to: demolition and/or removal of boiler, heating hot water pumps, piping and accessories. Provide new boiler, pumps, piping and accessories as generally detailed in the construction documents. All new equipment and work shall comply with title 24 California code of regulations.

1.03 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

(1) None

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

(1) TBD

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract

Documents, these conflicts shall be brought to the immediate attention of the COE and the Architect.

- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Change Orders and other modifications to the Contract.
 - (5) Reviewed shop drawings, product data, and samples.
 - (6) Field test records.
 - (7) Inspection certificates.
 - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized.
 - (3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the COE and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with COE's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the COE chooses to beneficially occupy any building(s), Contractor must obtain the COE's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the COE or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the COE.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the COE's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the COE for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the COE a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The COE will set exact time and duration for shutdown, and will

assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

- B. Contractor shall obtain COE's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with COE's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-specified work.

1.2 RELATED SECTIONS

A. Document 01 11 00 (Summary of Work)

B. Document 01 29 00 (Application for Payment and Conditional and Unconditional Waiver and Release Forms)

C. Document 01 33 00 (Submittals)

1.3 ALLOWANCES

A. Included in the Contract, a stipulated sum/price of **[\$25,000.00]** as an allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the COE.

B. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. No mark-up for insurance, bonds, overhead and profit shall be added to the Allowance Expenditure Directive.

C. Funds will be drawn from Allowance only with COE approval evidenced by an Allowance Expenditure Directive.

D. At Contract closeout, Contractor agrees that unused funds remaining in Allowance will be credited to COE by Change Order.

E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost (i.e., only the amount within the Allowance will be approved for payment). Contractor must follow the Change Order procedure to adjust the Contract Price for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the COE and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The COE's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) COE must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.
 - (2) Within thirty-five (35) days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all

substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.

- E. If the COE and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the COE and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the COE and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the COE.
- G. In reviewing the supporting data submitted for substitutions, the COE and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the COE will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by COE's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the COE with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the COE be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the COE, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
 - (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the COE, the Architect, the Project Inspector, and the Construction Manager.

- (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
- (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or COE, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the COE within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the COE.

- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
- (3) All Submittals shall be forwarded to the COE by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the COE so as not to delay the Construction Schedule.
- (4) Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The COE will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. COE shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. COE's and/or Architect's review of Shop Drawing will be general. COE and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The COE's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work

contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

- I. Submitted drawings and details must bear stamp of approval of Contractor:
 - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
 - (2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the COE and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the COE, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Contractor, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.
 - (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the COE. COE shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.
- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

- (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the COE in writing to this effect.
 - D. Samples to be shipped prepaid or hand-delivered to the COE.
 - E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
 - F. Contractor shall not deliver any material to Site prior to receipt of COE's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
 - G. COE's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
 - H. After a material has been approved, no change in brand or make will be permitted.
 - I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
 - J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
 - K. Field Samples and Mock-Ups are to be removed by Contractor at COE's direction:
 - (1) Size: As Specified.
 - (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The COE will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.

- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the COE and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the COE no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. COE's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE COE:

- A. Drug-Free Schools and Safety Requirements:
 - (1) All school sites and other COE Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on COE property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - (2) Smoking and the use of tobacco products by all persons is prohibited on or in COE property. COE property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on COE property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of COE property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

- C. Disturbing the Peace (Noise and Lighting):
- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
 - (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. COE reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
 - (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- D. Traffic:
- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 - (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by COE in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 - (3) COE shall designate a construction entry to the Site. If Contractor requests, COE determines it is required, and to the extent possible, COE shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with COE and at Contractor's expense.
 - (4) Parking areas shall be reviewed and approved by COE in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the COE. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the COE and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
 - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
- (7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.
- (8) California Referenced Standards Code, Part 12, Title 24, CCR.
- (9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
- (10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
- (11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
 - (a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.
 - (b) DSA IR A-7 — Project Inspector Certification and Approval.
 - (c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.
 - (d) DSA IR A-12 — Assistant Inspector Approval.
- (12) DSA Procedures ("DSA PR")
 - (a) DSA PR 13-01 – Construction Oversight Process
 - (b) DSA PR 13-02 – Project Certification Process

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

- (1) Test and testing laboratory per Section 4-335. COE shall pay for the testing laboratory.
- (2) Special inspections per Section 4-333(c).
- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.
- (1) Contractor shall submit the following to Architect for review and endorsement:
 - (a) Product information on proposed material/system supplier.
 - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
 - (c) All other requirements as may be required by DSA.
 - (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
 - (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
 - (4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 DOCUMENT INCLUDES:

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	The Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ACI	American Concrete Institute
5.	AGA	American Gas Association
6.	AGC	Associated General Contractors of America
7.	AHC	Architectural Hardware Consultant
8.	AHRI	Air Conditioning, Heating, Refrigeration Institute
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AMCA	Air Movement and Control Association
14.	ANSI	American National Standards Institute
15.	APA	APA – The Engineered Wood Association
16.	ASA	Acoustical Society of America
17.	ASCE	American Society of Civil Engineers
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASTM	American Society of Testing and Materials International
21.	AWPA	American Wood Protection Association
22.	AWS	American Welding Society
23.	AWSC	American Welding Society Codes & Standards
24.	AWI	Architectural Woodwork Institute
25.	AWWA	American Water Works Association
26.	BIA	The Brick Industry Association
27.	BHMA	Builders Hardware Manufacturers Association
28.	CCR	California Code of Regulations

29.	CLFMI	Chain Link Fence Manufacturers Institute
30.	CRA	California Redwood Association
31.	CRSI	Concrete Reinforcing Steel Institute
32.	CS	Commercial Standards
33.	CSI	Construction Specifications Institute
34.	CTI	Cooling Technology Institute
35.	EMMA	Expanded Metal Lath Manufacturers Association
36.	FGIA	Fenestration and Glazing Industry Alliance
37.	FGMA	Flat Glass Manufacturers' Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual Global
40.	FS/FED SPEC	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	IAPMO	International Association of Plumbing and Mechanical Officials
44.	ICC	International Code Council
45.	IEEE	Institute of Electrical and Electronics Engineers
46.	IES	Illuminating Engineering Society
47.	MCAC	Mason Contractors Association of California
48.	MIMA	Mineral Wool Insulation Manufacturers Association
49.	MS/MIL SPEC	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NCMA	National Concrete Masonry Association
52.	NCSEA	National Council of Structural Engineers Associations
53.	NEC	National Electrical Code
54.	NEMA	National Electrical Manufacturers Association
55.	NIST	National Institute of Standards and Technology
56.	NSI	Natural Stone Institute
57.	NTMA	National Terrazzo and Mosaic Association, Inc.
58.	ORS	Office of Regulatory Services (California)
59.	OSHA	Occupational Safety and Health Act
60.	PCI	Precast/Prestressed Concrete Institute
61.	PCA	Portland Cement Association
62.	PCA	Painting Contractors Association
63.	PDI	Plumbing & Drainage Institute
64.	PEI	Porcelain Enamel Institute, Inc.
65.	PG&E	Pacific Gas & Electric Company
66.	PS	Product Standards
67.	SDI	Steel Door Institute; Steel Deck Institute
68.	SJI	Steel Joist Institute
69.	SSPC	Society for Protective Coatings
70.	TCNA	Tile Council of North America, Inc.
71.	TPI	Truss Plate Institute
72.	UBC	Uniform Building Code
73.	UL	Underwriters Laboratories Code
74.	UMC	Uniform Mechanical Code
75.	USDA	United States Department of Agriculture
76.	VI	Vermiculite Institute
77.	WCLIB	West Coast Lumber Inspection Bureau
78.	WDMA	Window and Door Manufacturers Association

79.	WEUSER	Western Electric Utilities Service Engineering Requirements
80.	WIC	Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the COE and/or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

REFERENCES**PART 1 - GENERAL****1.01 SCHEDULE OF REFERENCES:**

The following information is intended only for the general assistance of the Contractor, and the COE does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 1015 18th St. NW Suite 603 Washington, D.C. 20036 www.aabc.com	202/737-0202
AASHTO	American Association of State Highway and Transportation Officials 555 12th St. NW - Suite 1000 Washington, DC 20004 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists 1 Davis Drive Durham, NC 27713-2839 www.aatcc.org	919/549-8141
ACA	American Coatings Association 901 New York Ave., NW, Suite 300 West Washington, DC 20001 www.paint.org	202/462-6272
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.concrete.org	248/848-3800
ACPA	American Concrete Pipe Association 5605 N. MacArthur Blvd., Suite 340 Irving, TX 75038 www.concrete-pipe.org	972/506-7216

ADC	Air Duct Council 1300 Summer Ave. Cleveland, OH 44115 www.flexibleduct.org	216/241-7333
AF&PA	American Forest and Paper Association 601 Thirteenth Street NW, Suite 1000 N Washington, DC 20005 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 http://domensino.com/AHA/default.htm	847/934-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	866/540-9577
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	800/242-3837
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601 www.aisc.org	312.670.2400
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452-7100
AITC	American Institute of Timber Construction 1010 South 336th Street, #210 Federal Way, WA 98003-7394 https://www.plib.org/aitc/	253/835-3344

ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. 7470 New Technology Way, Suite F Frederick, MD 21703 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
AMPP (formerly SSPC)	Association for Materials Protection and Performance (merger of Society for Protective Coatings and National Association of Corrosion Engineers International) (formerly Steel Structures Painting Council) 800 Trumbull Drive Pittsburgh, PA 15205 www.sspc.org	412/281-2331 877/281-7772
ANLA	AmericanHort (merger of American Nursery & Landscape Association and OFA – The Association of Horticultural Professionals) 2130 Stella Court Columbus, OH 43215 www.americanhort.org	614/487-1117
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC 20036 www.ansi.org	202/293-8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600

APA	Architectural Precast Association 325 John Knox Rd, Suite L-103 Tallahassee, FL 32303 www.archprecast.org	850/205-5637
APCIA	American Property Casualty Insurance Association (merger of American Insurance Association (formerly the National Board of Fire Underwriters) with the Property Casualty Insurers Association of America) 555 12th St, NW, Suite 550 Washington DC 20004 www.apci.org	202/828-7100
AHRI	Air Conditioning and Refrigeration Institute (now Air- Conditioning, Heating, & Refrigeration Institute) 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 www.ahrinet.org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 www.asphaltroofing.org	443/640-1075
ASA	The Acoustical Society of America Suite 300 1305 Walt Whitman Road Melville, NY 11747-4300 https://acousticalsociety.org/	516/576-2360
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway Peachtree Corners, GA 30092 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 www.asme.org	800/834-2763

ASPE	American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018 http://aspe.org	847/296-0002
ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 18927 Hickory Creek Dr., Suite 220 Mokena, IL 60448 www.asse-plumbing.org	708/995-3019
ASTM International	American Society of Testing and Materials International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600
AWPA	American Wood Protection Association (formerly American Wood Preservers Institute) 2430 U.S. Highway 27, Suite 330-223 Clermont, FL 34714 www.awpa.com	205/733-4077
AWS	American Welding Society 8669 NW 36 Street, Suite 130 Miami, FL 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711

BHMA	Builders Hardware Manufacturers Association 529 14th Street, NW, Suite 1280 Washington, DC 20045 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 12007 Sunrise Valley Drive, Suite 430 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 2401 Fieldcrest Dr. Mundelein, IL 60060 www.cispi.org	224/864-2910
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 chainlinkinfo.org	301/596-2583
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20814 www.cpsc.gov	800/638-2772 301/504-7923
CRI	Carpet and Rug Institute 100 S. Hamilton Street Dalton, GA 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200

CSI	The Construction Specifications Institute 123 North Pitt St, Suite 450 Alexandria, VA 22314 www.csiresources.org	800/689-2900
DHA	Decorative Hardwoods Association (formerly Hardwood Plywood & Veneer Association) 42777 Trade West Dr. Sterling, VA 20166 https://www.decorativehardwoods.org/	703/435-2900
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 2001 K Street NW, 3rd Floor North Washington, DC 20006 www.dhi.org	202/367-1134
DIPRA	Ductile Iron Pipe Research Association P.O. Box 190306 Birmingham, AL 35219 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, DC 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200 202/366-4000
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040
EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractors Association 800 Roosevelt Rd., Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.fcica.com	630/672-3702

FGIA	Fenestration and Glazing Industry Alliance 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 https://fgiaonline.org/	847/303-5664
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	844/472-4111
GA	The Gypsum Association 962 Wayne Ave., Suite 620 Silver Spring, MD 20910 www.gypsum.org	301/277-8686
HMA	Hardwood Manufacturers Association One Williamsburg Place, Suite 108 Warrendale, PA 15086 http://hmamembers.org	412/244-0440
IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900

IES	<p>Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org</p>	212/248-5000
ITRK	<p>Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com</p>	607/753-6711
MCAA	<p>Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org</p>	301/869-5800
MMPA (formerly WMMPA)	<p>Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com</p>	530/661-9591
MSS	<p>Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc. 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org</p>	703/281-6613
NAAMM	<p>National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org</p>	630/942-6591
NAIMA	<p>North American Insulation Manufacturers Association 2013 Olde Regent Way, Suite 150, Box 120 Leland, NC 2845 https://insulationinstitute.org/</p>	703/684-0084
NALP	<p>National Association of Landscape Professionals (formerly Professional Landcare Network) 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/</p>	703/736-9666
NAPA	<p>National Asphalt Pavement Association 6406 Ivy Lane, Suite 350 Greenbelt, MD 20770-1441 www.asphaltpavement.org</p>	888/468-6499 301/731-4748

NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.masonryandhardscapes.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractors Association 1201 Pennsylvania Ave. NW Washington, D.C., 20004 www.necanet.org	202/991-6300
NEMA	National Electrical Manufacturers Association 1300 North 17th Street N, Suite 900 Rosslyn, VA 22209 www.nema.org	703/841-3200
NEII	National Elevator Industry, Inc. 5537 SW Urish Road Topeka, KS 66610 https://nationalelevatorindustry.org/	703/589-9985
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169-7471 www.nfpa.org	800/344-3555 855/274-8525
NGA (formerly GANA)	National Glass Association (merged with Glass Association of North America) 344 Maple Ave West Unit 272 Vienna, VA 22180 www.glass.org	703/442-4890
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818

NIA	National Insulation Association 516 Herndon Pkwy., Ste. D Herndon, VA 20170 www.insulation.org	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48105 www.nsf.org	800/673-6275 734/769-8010
NSI	Natural Stone Institute (formerly Marble Institute of America) 380 E. Lorain St. Oberlin, OH 44074 https://www.naturalstoneinstitute.org/	440/250-9222
NTMA	National Terrazzo and Mosaic Association 209 N. Crockett Street, Suite 2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Administration U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Room Number N3626 Washington, DC 20210 www.osha.gov	800/321-OSHA (6742)
PCA	Portland Cement Association 200 Massachusetts Ave NW, Suite 200 Washington, DC 20001 www.cement.org	202/408-9494
PCA	Painting Contractors Association (formerly Painting and Decorating Contractors of America) 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/	800/332-7322
PCI	Precast/Prestressed Concrete Institute 8770 W. Bryn Mawr Ave., Suite 1150 Chicago, IL 60631 www.pci.org	312/786-0300

PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. 1875 Old Alabama Road Suite 1230 Roswell, GA 30076 www.porcelainenamel.com	770/676-9366
PG&E	Pacific Gas & Electric Company P.O. Box 997300 Sacramento, CA 95899-7300 www.pge.com	800/743-5000
PLIB	Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau) 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/	253/835-3344
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange, GA 30240 www.rfci.com	706/882-3833
SDI	Steel Deck Institute P.O. Box 70 Florence, South Carolina 29503 www.sdi.org	843/407-7411
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145 www.steeldoor.org	440/899-0010
SJI	Steel Joist Institute PO Box 30 Florence, SC 29503 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 5753 E Santa Ana Cyn Rd, #G-156 Anaheim, CA 92807 www.stuccomfgassoc.com	714/473-9579
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219 www.smacna.org	703/803-2980

SPI	Plastics Industry Association (formerly SPI: The Plastics Industry Trade Association, Inc.) 1425 K St. NW, Suite 500 Washington, DC 20005 www.plasticsindustry.org	202/974-5200
TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 2670 Crain Highway, Suite 203 Waldorf, MD 20601 www.tpinst.org	240/587-5582
TPI	Turfgrass Producers International 444 E. Roosevelt Road #346 Lombard, IL 60148 www.turfgrassod.org	800/405-8873 847/649-5555
TCIA	Tree Care Industry Association (formerly the National Arborist Association) 670 N Commercial Street, Suite 201 Manchester, NH 03101 www.treecareindustryassociation.org	603/314-5380 800/733-2622
TVI	The Vermiculite Institute c/o The Schundler Company 10 Central Street Nahant, MA 01908 www.vermiculiteinstitute.org	732/287-2244
UL	UL Solutions (formerly Underwriters Laboratories Inc.) 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791

WA	Wallcoverings Association 35 E Wacker Dr., Suite 850 Chicago, IL 60601 www.wallcoverings.org	312/224-2574
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, NY 10017 www.wcmanet.com	212/297-2122
WDMA	Window & Door Manufacturers Association 2001 K Street NW, 3rd Floor North Washington, D.C. 20006 www.wdma.com	202/367-1157
WI	Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 www.woodworkinstitute.com	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, CA 92865 www.wwcca.org	714/221-5520 888/707-9255
WWPA	Western Wood Products Association (formerly Redwood Inspection Service) 2 Centerpointe Drive, Suite 360 Lake Oswego, OR 97035 www.wwpa.org	503/224-3930

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

- A. Only items approved by the COE and/or Design Professional shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

- A. The COE and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the COE, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to COE.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by COE.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by COE, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to COE.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the COE and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the COE and/or the Architect.

END OF DOCUMENT

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The COE and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the COE, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the COE and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4-335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the COE's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the COE.

1.05 TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the COE and Project Inspector of all required tests and inspections. Contractor shall notify the COE and Project Inspector at least seventy-two (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The COE will pay for first inspections and tests required by the "CCR", and other inspections or tests that the COE and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.
 - (5) Additional tests directed by the COE that establish that materials and installation comply with the Contract Documents.
 - (6) Tests and observations of welding and expansion anchors.

- D. The COE may at its discretion, pay and then back charge the Contractor for:
 - (1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 - (4) Testing done off Site.

- E. Testing and inspection reports and certifications:
 - (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The COE;
 - (b) The Construction Manager, if any;
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Contractor.
 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

- A. See Technical Specifications for any testing requirements.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards; and
- D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

- A. Electric Power and Lighting:
 - (1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the COE's existing utilities by making prearranged payments to the COE for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
 - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
 - (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
 - (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.
- B. Heat and Ventilation:
 - (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper

temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

- (1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the COE's existing utilities by making prearranged payments to the COE for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to COE's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the COE.

E. Telephone Service:

- (1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use COE trash service.

H. Field Office:

- (1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work. Contractor may use the space adjacent to the construction area for an office area, if approved in writing by COE.
- (2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.

I. Temporary Facilities:

- (1) Portable Toilet(s) and Sanitation Sink - Cal/OSHA requires employers to provide clean, accessible temporary toilets and handwashing stations on construction sites. A minimum of 1 toilet per 20 workers is required, with increased, regular service (typically weekly) needed to maintain hygiene. Hand washing stations with soap and water must be provided, often at a 1:20 ratio.
- (2) Temp Water: Service by Owner, Provisions for use by Contractor.
- (3) Temp Power: Service by Owner, Provisions for use by Contractor.
- (4) Temp Internet: By Contractor
- (5) Temp Storage: Lay-down area coordinated and approved by Owner,
- (6) Secure container by Contractor.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
 - (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the COE.
- B. None of the COE's tools and equipment shall be used by Contractor for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

- A. Contractor shall obtain the COE's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
- (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.
 - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the COE and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the COE.

- (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
- (5) Excavation around Trees:
 - (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the COE.
 - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the COE. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the COE. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
 - (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
 - (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
 - (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
 - (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control:

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
 - (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the COE a minimum of forty-eight (48) hours in advance of their performance.
- B. Noise and Vibration:
- (1) Equipment and impact tools shall have intake and exhaust mufflers.
 - (2) Contractor shall cooperate with COE to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.
- C. Dust and Dirt:
- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
 - (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
 - (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
 - (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.
- D. Water:
- (1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.
- E. Pollution:
- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

- (1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the COE and/or the Design Professional; locate sign as approved by the COE.
- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the COE.

B. Materials:

- (1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- (2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
- (3) Rough Hardware: Galvanized.
- (4) Paint: Exterior quality, of type and colors selected by the COE and/or the Design Professional.

C. Fabrication:

- (1) Contractor shall fabricate to provide smooth, even surface for painting.
- (2) Size: 4'-0" x 8'-0", unless otherwise indicated.
- (3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.
- (4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the COE.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

OWNER-FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 SECTION INCLUDES

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

1.03 DEFINITIONS

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

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Contractor's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.

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

B. Owner and Installing Contractor(s) Responsibilities:

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

Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
- 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
- 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the COE. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.

C. Compatibility with Space and Service Requirements:

- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
- (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the COE.

D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

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

PART 3 – EXECUTION

3.01 INSTALLATION

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

3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.

- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 PRODUCTS

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

1.03 TRANSPORTATION AND HANDLING

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

1.04 STORAGE AND PROTECTION

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

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

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate COE occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the COE and the Architect for review and approval.

3.05 ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the COE and the Architect for review and approval.

- C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.
- B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 CLOSEOUT PROCEDURES

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

1.03 FINAL CLEANING

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

1.04 ADJUSTING

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

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

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

1.06 INSTRUCTION OF COE PERSONNEL

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

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

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

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

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24-pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

- A. Contractor shall submit to the COE for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by COE, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by COE prior to COE's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

1.02 FORMAT

- A. None

1.03 PREPARATION:

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with COE's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with COE's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for COE approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the COE prior to COE's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

SECTION 22 05 01
COMMON PLUMBING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes, But Not Limited To:
 - 1. Common requirements and procedures for plumbing systems.
 - 2. Furnish and install sealants relating to installation of systems installed under this Division.
- B. Products Furnished, But Not Installed Under This Section:
 - 1. Sleeves, inserts, supports, and equipment for plumbing systems installed under other Sections.
- C. Related Requirements:
 - 1. Section 03 3053: 'Miscellaneous Cast-In-Place Concrete' for exterior concrete pads and bases for mechanical equipment.
 - 2. Section 05 0523: 'Metal Fastening' for quality and requirements for welding.
 - 3. Section 07 9213: 'Elastomeric Joint Sealant' for quality at building exterior.
 - 4. Slots and openings through floors, walls, ceilings, and roofs provided under other Divisions in their respective materials.
 - 5. Division 33: Piped utilities.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's catalog data for each manufactured item.
 - 1) Provide section in submittal for each type of item of equipment. Include Manufacturer's catalog data of each manufactured item and enough information to show compliance with Contract Document requirements. Literature shall show capacities and size of equipment used and be marked indicating each specific item with applicable data underlined.
 - 2) Include name, address, and phone number of each supplier.
- B. Informational Submittals:
 - 1. Qualification Statement:
 - a. Plumbing Subcontractor:
 - 1) Provide Qualification documentation if requested by Architect or Owner.
 - b. Installer:
 - 1) Provide Qualification documentation if requested by Architect or Owner.
- C. Closeout Submittals:
 - 1. Include following in Operations and Maintenance Manual specified in Section 01 7800:
 - a. Operations and Maintenance Data (Modify and add to requirements of Section 01 7800):
 - 1) At beginning of PLUMBING section of Operations and Maintenance Manual, provide master index showing items included:
 - a) Provide name, address, and phone number of Architect, Architect's Mechanical Engineer, General Contractor, and Plumbing subcontractor.
 - b) Identify maintenance instructions by using same equipment identification used in Contract Drawings. Maintenance instructions shall include:
 - (1) List of plumbing equipment used indicating name, model, serial number, and nameplate data of each item together with number and name associated with each system item.
 - (2) Manufacturer's maintenance instructions for each piece of plumbing equipment installed in Project. Instructions shall include name of vendor, installation instructions, parts numbers and lists, operation instructions of equipment, and maintenance instructions.
 - b. Warranty Documentation:
 - 1) Include copies of warranties required in individual Sections of Division 22.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Perform work in accordance with applicable provisions of Plumbing Codes applicable to Project. Provide materials and labor necessary to comply with rules, regulations, and

- ordinances.
 - 2. In case of differences between building codes, laws, local ordinances, utility company regulations, and Contract Documents, the most stringent shall govern. Notify Architect in writing of such differences before performing work affected by such differences.
 - 3. Identification:
 - a. Motor and equipment name plates as well as applicable UL / ULC and AGA/CGA labels shall be in place when Project is turned over to Owner.
 - B. Qualifications. Requirements of Section 01 4301 applies, but not limited to following:
 - 1. Plumbing Subcontractor:
 - a. Company specializing in performing work of this section.
 - 1) Minimum five (5) years experience in plumbing installations.
 - 2) Minimum five (5) satisfactorily completed installations in past three (3) years of projects similar in size, scope, and complexity required for this project before bidding.
 - b. Upon request, submit documentation.
 - 2. Installer:
 - a. Licensed for area of Project.
 - b. Designate one (1) individual as project foremen who shall be on site at all times during installation and experienced with installation procedures required for this project.
 - c. Upon request, submit documentation.
- 1.4 DELIVERY, STORAGE, AND HANDLING
- A. Delivery And Acceptance Requirements:
 - 1. Accept valves on site in shipping containers with labeling in place.
 - 2. Provide temporary protective coating on cast iron and steel valves.
 - 3. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
 - B. Storage And Handling Requirements:
 - 1. In addition to requirements specified in Division 01, stored material shall be readily accessible for inspection by Architect until installed.
 - 2. Store items subject to moisture damage in dry, heated spaces.
- 1.5 WARRANTY
- A. Manufacturer Warranty:
 - 1. Provide certificates of warranty for each piece of equipment made out in favor of Owner.
 - B. Special Warranty:
 - 1. Guarantee plumbing systems to be free from noise in operation that may develop from failure to construct system in accordance with Contract Documents.
 - 2. If plumbing sub-contractor with offices located more than 150 miles (240 km) from Project site is used, provide service / warranty work agreement for warranty period with local plumbing sub-contractor approved by Architect. Include copy of service / warranty agreement in warranty section of Operation and Maintenance Manual.

PART 2 - PRODUCTS

2.1 COMPONENTS

- A. Components shall bear Manufacturer's name and trade name. Equipment and materials of same general type shall be of same make throughout work to provide uniform appearance, operation, and maintenance.
- B. Pipe and Pipe Fittings:
 - 1. Weld-O-Let and Screw-O-Let fittings are acceptable.
 - 2. Use domestic made pipe and pipe fittings on Project, except non-domestic made cast iron pipe and fittings by MATCO-NORCA are acceptable.
- C. Sleeves:
 - 1. General:
 - a. Two sizes larger than bare pipe or insulation on insulated pipe.
 - 2. In Concrete and Masonry:
 - a. Sleeves through outside walls, interior shear walls, and footings shall be schedule 80 black steel pipe with welded plate.

3. In Framing and Suspended Floor Slabs:
 - a. Standard weight galvanized iron pipe, Schedule 40 PVC, or 14 ga (2mm) galvanized sheet metal.
- D. Valves:
 1. Valves of same type shall be of same manufacturer.

PART 3 - EXECUTION

3.1 INSTALLERS

- A. Acceptable Installers:
 1. Meet Quality Assurance Installer Qualifications as specified in Part 1 of this specification.

3.2 EXAMINATION

- A. Drawings:
 1. Plumbing Drawings show general arrangement of piping, equipment, etc. Follow as closely as actual building construction and work of other trades will permit.
 2. Consider Architectural and Structural Drawings part of this work insofar as these drawings furnish information relating to design and construction of building. These drawings take precedence over Plumbing Drawings.
 3. Because of small scale of Drawings, it is not possible to indicate all offsets, fittings, and accessories that may be required. Investigate structural and finish conditions affecting this work and arrange work accordingly, providing such fittings, valves, and accessories required to meet conditions.
- B. Verification Of Conditions:
 1. Examine premises to understand conditions that may affect performance of work of this Division before submitting proposals for this work. Examine adjoining work on which plumbing work is dependent for efficiency and report work that requires correction.
 2. Ensure that items to be furnished fit space available. Make necessary field measurements to ascertain space requirements including those for connections and furnish and install equipment of size and shape so final installation shall suit true intent and meaning of Contract Documents. If approval is received by Addendum or Change Order to use other than originally specified items, be responsible for specified capacities and for ensuring that items to be furnished will fit space available.
 3. Check that slots and openings provided under other Divisions through floors, walls, ceilings, and roofs are properly located. Perform cutting and patching caused by neglecting to coordinate with Divisions providing slots and openings at no additional cost to Owner.
 4. No subsequent allowance for time or money will be considered for any consequence related to failure to examine site conditions.

3.3 PREPARATION

- A. Changes Due To Equipment Selection:
 1. Where equipment specified or otherwise approved requires different arrangement or connections from that shown in Contract Documents, submit drawings showing proposed installations.
 2. If proposed changes are approved, install equipment to operate properly and in harmony with intent of Contract Documents. Make incidental changes in piping, ductwork, supports, installation, wiring, heaters, panelboards, and as otherwise necessary.
 3. Provide additional motors, valves, controllers, fittings, and other equipment required for proper operation of systems resulting from selection of equipment.
 4. Be responsible for proper location of rough-in and connections provided under other Divisions.

3.4 INSTALLATION

- A. Interface With Other Work:
 1. Furnish sleeves, inserts, supports, and equipment that are to be installed by others in sufficient time to be incorporated into construction as work proceeds. Locate these items and confirm that they are properly installed.
- B. Cut carefully to minimize necessity for repairs to previously installed or existing work. Do not cut beams, columns, or trusses.
- C. Locating Equipment:
 1. Arrange pipes and equipment to permit ready access to valves, cocks, unions, traps, and

- to clear openings of doors and access panels.
2. Adjust locations of pipes, equipment, and fixtures to accommodate work to interferences anticipated and encountered.
 3. Install plumbing work to permit removal of equipment and parts of equipment requiring periodic replacement or maintenance without damage to or interference with other parts of equipment or structure.
 4. Determine exact route and location of each pipe before fabrication.
 - a. Right-Of-Way:
 - 1) Lines that pitch shall have right-of-way over those that do not pitch. For example, plumbing drains shall normally have right-of-way.
 - 2) Lines whose elevations cannot be changed shall have right-of-way over lines whose elevations can be changed.
 - b. Offsets, Transitions, and Changes in Direction:
 - 1) Make offsets, transitions, and changes in direction in pipes as required to maintain proper head room and pitch of sloping lines whether or not indicated on Drawings.
 - 2) Furnish and install all traps, air vents, sanitary vents, and devices as required to effect these offsets, transitions, and changes in direction.
- D. Sealants:
1. Seal openings through building exterior caused by penetrations of elements of plumbing systems.
- E. Furnish and install complete system of piping, valved as indicated or as necessary to completely control entire apparatus:
1. Pipe drawings are diagrammatic and indicate general location and connections. Piping may have to be offset, lowered, or raised as required or directed at site. This does not relieve this Division from responsibility for proper installation of plumbing systems.
 2. Arrange piping to not interfere with removal of other equipment, ducts, or devices, or block access to doors, windows, or access openings:
 - a. Arrange so as to facilitate removal of tube bundles.
 - b. Provide accessible flanges or ground joint unions, as applicable for type of piping specified, at connections to equipment and on bypasses.
 - 1) Make connections of dissimilar metals with di-electric unions.
 - 2) Install valves and unions ahead of traps and strainers. Provide unions on both sides of traps.
 - c. Do not use reducing bushings, bull head tees, close nipples, or running couplings. Street elbows are allowed only on potable water pipe **3/4 inch (19 mm)** in diameter and smaller.
 - d. Install piping systems so they may be easily drained
 - e. Install piping to insure noiseless circulation.
 - f. Place valves and specialties to permit easy operation and access. Valves shall be regulated, packed, and glands adjusted at completion of work before final acceptance.
 3. Do not install piping in shear walls.
 4. Cut piping accurately to measurements established at site. Remove burr and cutting slag from pipes.
 5. Work piping into place without springing or forcing. Make piping connections to pumps and other equipment without strain at piping connection. Remove bolts in flanged connections or disconnect piping to demonstrate that piping has been so connected, if requested.
 6. Make changes in direction with proper fittings.
- F. Sleeves:
1. Do not place sleeves around soil, waste, vent, or roof drain lines passing through concrete slabs on grade.
 2. Provide sleeves around pipes passing through concrete or masonry floors, walls, partitions, or structural members. Seal sleeves with specified sealants.
 3. Sleeves through floors shall extend **1/4 inch (6 mm)** above floor finish in mechanical equipment rooms above basement floor. In other rooms, sleeves shall be flush with floor.
 4. Sleeves through floors and foundation walls shall be watertight.

- G. Escutcheons:
 - 1. Provide spring clamp plates where pipes run through walls, floors, or ceilings and are exposed in finished locations of building. Plates shall be chrome plated heavy brass of plain pattern and shall be set tight on pipe and to building surface.
- 3.5 REPAIR / RESTORATION
 - A. Each Section of this Division shall bear expense of cutting, patching, repairing, and replacing of work of other Sections required because of its fault, error, tardiness, or because of damage done by it:
 - 1. Patch and repair walls, floors, ceilings, and roofs with materials of same quality and appearance as adjacent surfaces unless otherwise shown.
 - 2. Surface finishes shall exactly match existing finishes of same materials.
- 3.6 FIELD QUALITY CONTROL
 - A. Field Tests:
 - 1. Perform tests on plumbing piping systems. Furnish devices required for testing purposes.
 - B. Non-Conforming Work:
 - 1. Replace material or workmanship proven defective with sound material at no additional cost to Owner.
 - 2. Repeat tests on new material, if requested.
- 3.7 CLEANING
 - A. Remove dirt, grease, and other foreign matter from each length of piping before installation:
 - 1. After each section of piping used for movement of water or steam is installed, flush with clean water, except where specified otherwise.
 - 2. Arrange temporary flushing connections for each section of piping and arrange for flushing total piping system.
 - 3. Provide temporary cross connections and water supply for flushing and drainage and remove after completion of work.
 - B. Clean exposed piping, equipment, and fixtures. Remove stickers from fixtures and adjust flush valves.
- 3.8 CLOSEOUT ACTIVITIES
 - A. Instruction of Owner:
 - 1. Instruct building maintenance personnel in the operation and maintenance of plumbing systems utilizing Operation and Maintenance Manual when so doing.
 - 2. Conduct instruction period after Substantial Completion inspection when systems are properly working and before final payment is made.
- 3.9 PROTECTION

Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system. Cap or plug open ends of pipes and equipment to keep dirt and other foreign materials out of system. Do not use plugs of rags, wool, cotton waste, or similar materials.

END OF SECTION

SECTION 22 05 29
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes, But Not Limited To:
 - 1. Common hanger and support requirements and procedures for plumbing systems.
- B. Related Requirements:
 - 1. Section 05 0523: 'Metal Fastening' for quality and requirements for welding.
 - 2. Sections Under 09 9000 Heading: Painting of mechanical items requiring field painting.
 - 3. Slots and openings through floors, walls, ceilings, and roofs provided under other Divisions in their respective materials.
 - 4. Section 23 0529: 'Hangers And Supports For HVAC Piping And Equipment' for gas piping used with HVAC equipment.
 - 5. Section 23 0553: 'Identification For HVAC Piping And Equipment' for paint identification of gas piping used with HVAC equipment.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's catalog data for each manufactured item.

PART 2 - PRODUCTS

2.1 ASSEMBLIES

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Anvil International, Portsmouth, NH www.anvilintl.com.
 - b. Cooper B-Line, Highland, IL www.b-line.com.
 - c. Unistrut, Wayne, MI www.tyco-unistrut.com.
- B. Materials:
 - 1. Hangers, Rods, And Inserts
 - a. Galvanized and UL approved for service intended.
 - b. Support horizontal piping from hangers or on roller assemblies with channel supports, except where trapeze type hangers are explicitly shown on Drawings. Hangers shall have double nuts.
 - 1) Support insulated pipes **2 inches (50 mm)** in diameter and smaller with adjustable swivel ring hanger with insulation protection shield. Gauge and length of shield shall be in accordance with Anvil design data.
 - a) Type Two Acceptable Products:
 - (1) Swivel Ring Hanger: Anvil Fig. 69.
 - (2) Insulation Protection Shield: Anvil Fig. 167.
 - (3) Equals by Cooper B-Line.
 - 2) Support uninsulated copper pipe **2 inches (50 mm)** in diameter and smaller from swivel ring hanger, copper plated and otherwise fully suitable for use with copper tubing. Support non-copper uninsulated pipes from swivel ring hanger.
 - a) Type Two Acceptable Products:
 - (1) Swivel Ring Hanger For Copper Pipe: Anvil Fig. CT-69.
 - (2) Swivel Ring Hanger For Other Pipe: Anvil Fig. 69.
 - (3) Equals by Cooper B-Line

- c. Support rods for single pipe shall be in accordance with following table:

Rod Diameter	Pipe Size	Rod Diameter	Pipe Size
3/8 inch	2 inches and smaller	10 mm	50 mm and smaller
1/2 inch	2-1/2 to 3-1/2 inches	13 mm	64 mm to 88 mm
5/8 inch	4 to 5 inches	16 mm	100 mm to 125 mm

- d. Support rods for multiple pipe supported on steel angle trapeze hangers shall be in accordance with following table:

Rods		Number of Pipes per Hanger for Each Pipe Size						
Number	Diameter	2 Inch	2.5 Inch	3 Inch	4 Inch	5 Inch	6 Inch	8 Inch
2	3/8 Inch	Two	0	0	0	0	0	0
2	1/2 Inch	Three	Three	Two	0	0	0	0
2	5/8 Inch	Six	Four	Three	Two	0	0	0
2	5/8 Inch	Nine	Seven	Five	Three	Two	Two	0
2	5/8 Inch	Twelve	Nine	Seven	Five	Three	Two	Two

Rods		Number of Pipes per Hanger for Each Pipe Size						
Number	Diameter	50mm	64mm	75mm	100mm	125mm	150mm	200mm
2	10 mm	Two	0	0	0	0	0	0
2	13 mm	Three	Three	Two	0	0	0	0
2	16 mm	Six	Four	Three	Two	0	0	0
2	19 mm	Nine	Seven	Five	Three	Two	Two	0
2	22 mm	Twelve	Nine	Seven	Five	Three	Two	Two

- 1) Size trapeze angles so bending stress is less than 10,000 psi (69 MPa).

- e. Riser Clamps For Vertical Piping:

- 1) Type Two Acceptable Products:
a) Anvil Fig. 261.
b) Equals by Cooper B-Line.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Piping:

1. Properly support piping and make adequate provisions for expansion, contraction, slope, and anchorage.
 - a. Except for underground pipe, suspend piping from roof trusses or clamp to vertical walls using Unistrut and clamps. Do not hang pipe from other pipe, equipment, or ductwork. Laying of piping on any building element is not allowed.
 - b. Supports For Horizontal Piping:
 - 1) Support metal piping at 96 inches (2 400 mm) on center maximum for pipe 1-1/4 inches (32 mm) or larger and 72 inches (1 800 mm) on center maximum for pipe 1-1/8 inch (29 mm) or less.
 - 2) Support thermoplastic pipe at 48 inches (1 200 mm) on center maximum.
 - 3) Support PEX pipe at 32 inches (800 mm) minimum on center.
 - 4) Provide support at each elbow. Install additional support as required.
 - c. Supports for Vertical Piping:
 - 1) Place riser clamps at each floor or ceiling level.
 - 2) Securely support clamps by structural members, which in turn are supported directly from building structure.
 - 3) Provide clamps as necessary to brace pipe to wall.
 - d. Insulate hangers for copper pipe from piping by means of at least two layers of Scotch 33 plastic tape.

END OF SECTION

SECTION 22 05 53
IDENTIFICATION FOR PLUMBING PIPES AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Includes, But Not Limited To:

1. Furnish and install identification of plumbing piping and equipment as described in Contract Documents.

PART 2 - PRODUCTS

2.1 SYSTEM

A. Materials:

1. Labels:

a. Equipment Identification:

- 1) Black formica, with white reveal when engraved.
- 2) Lettering to be **3/16 inch (5 mm)** high minimum.

2. Paint:

a. One Coat Primer:

- 1) 6-2 Quick Drying Latex Primer Sealer over fabric covers.
- 2) 6-205 Metal Primer under dark color paint.
- 3) 6-6 Metal Primer under light colorpaint.

b. Finish Coats: Two coats 53 Line AcrylicEnamel.

c. Performance Standard: Paints specified are from Pittsburgh Paint & Glass (PPG), Pittsburgh, PA www.pittsburghpaints.com or PPG Canada Inc, Mississauga, ON (800) 263-4350 or (905) 238-6441.

d. Type Two Acceptable Products. See Section 01 6200.

- 1) Paint of equal quality from following Manufacturers may be submitted for Architect's approval before use. Maintain specified colors, shades, and contrasts.

a) Benjamin Moore, Montvale, NJ www.benjaminmoore.com or Toronto, ON (800) 304-0304 or (416) 766-1176.

b) ICI Dulux, Cleveland, OH or ICI Paints Canada Inc, Concord, ON www.dulux.com.

c) Sherwin Williams, Cleveland, OH www.sherwin-williams.com.

PART 3 - EXECUTION

3.1 APPLICATION

A. Labels:

1. Identify following items with specified labels fastened to equipment with screws (unless noted otherwise):

a. Water Heaters.

2. Engrave following data from Equipment Schedules on Drawings onto labels:

a. Equipment mark.

b. Room(s) served.

c. Panel and breaker from which unit is powered.

B. Painting:

1. Only painted legends, directional arrows, and color bands are acceptable.

2. Locate identifying legends, directional arrows, and color bands at following points on exposed piping of each piping system:

a. Adjacent to each item of equipment.

b. At point of entry and exit where piping goes through wall.

c. On each riser and junction.

d. Every **25 feet (7.6 m)** on long continuous lines.

e. Stenciled symbols shall be one inch high and black.

3.2 ATTACHMENTS

A. Schedules:

1. Pipe Identification Schedule:

a. Apply stenciled symbols as follows:

Pipe Use	Abbreviation
Domestic Cold Water	CW
Natural Gas	NG
Condensate	CD

END OFSECTION

SECTION 22 07 19
PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes, But Not Limited To:
1. Furnish and install insulation on hot water lines, fittings, valves, and accessories as described in Contract Documents.

1.2 SUBMITTALS

- A. Informational Submittals:
1. Sustainable Design Submittals:
 - a. For adhesives and sealants, including printed statement of VOC content.

PART 2 - PRODUCTS

2.1 COMPONENTS

- A. Manufacturers:
1. Manufacturer Contact List:
 - a. Armacell, Mebane, NC www.armacell.com.
 - b. Johns-Manville, Denver, CO www.jm.com.
 - c. Knauf, Shelbyville, IN www.knauffiberglass.com.
 - d. Nomaco Inc, Yopungsville, NC www.nomacokflex.com.
 - e. Owens-Corning, Toledo, OH www.owenscorning.com.
 - f. Speedline Corp, Solon, OH www.speedlinepvc.com.
- B. Materials:
1. Above Grade Metal Piping:
 - a. Insulation For Piping:
 - 1) Snap-on glass fiber or melamine foam pipe insulation, or heavy density pipe insulation with factory vapor jacket.
 - 2) Insulation Thickness: See Plans.
 - 3) Performance Standards: Fiberglas ASJ by Owens-Corning.
 - 4) Type One Acceptable Manufacturers:
 - a) Knauf.
 - b) Owens-Corning.
 - c) Johns-Manville.
 - d) Equal as approved by Architect before bidding. See Section 01 62 00.
 - b. Fitting, Valve, And Accessory Covers:
 - 1) PVC.
 - 2) Performance Standard: Zeston by Johns-Manville.
 - 3) Type One Acceptable Manufacturers:
 - a) Knauf.
 - b) Speedline.
 - c) Johns-Manville.
 - d) Equal as approved by Architect before bidding. See Section 01 62 00

PART 3 - EXECUTION

3.1 APPLICATION

- A. Above Grade Piping:
1. Apply insulation to clean, dry piping with joints tightly butted.
 2. Install insulation in manner to facilitate removal for repairs. Place sections or blocks so least possible damage to insulation will result from inspection or repairs of piping or equipment.
 3. Piping up to **1-1/4 inch (32 mm)** Diameter:
 - a. Adhere 'factory applied vapor barrier jacket lap' smoothly and securely at longitudinal laps with white vapor barrier adhesive.
 - b. Adhere **3 inch (76 mm)** wide self-sealing butt joint strips over end joints.
 4. Piping **1-1/2 inches (38 mm)** Diameter and Larger:
 - a. Use broken-joint construction in application of two-layer covering.
 - b. Fill cracks and depressions with insulating cement mixed to thick plastic paste.
 - 1) Apply by hand in several layers to make up total specified thickness.

- 2) Final layer shall have smooth uniform finish before application of covering.
5. Fittings, Valves, And Accessories:
 - a. Do not apply insulation over flanged joints or Victaulic couplings until piping has been brought up to operating temperature and flange bolts have been fully tightened. Insulate valves so wheel, stem, and packing nut are exposed.
 - b. Insulate with same type and thickness of insulation as pipe, with ends of insulation tucked snugly into throat of fitting and edges adjacent to pipe insulation tufted and tucked in.
 - c. Piping Up To **1-1/4 Inch (32 mm)** Diameter:
 - 1) Cover insulation with one piece fitting cover secured by stapling or taping ends to adjacent pipe covering.
 - 2) Alternate Method:
 - a) Insulate fittings, valves, and accessories with one inch of insulating cement and vapor seal with two **1/8 inch (3 mm)** wet coats of vapor barrier mastic reinforced with glass fabric extending **2 inches (50 mm)** onto adjacent insulation.
 - d. Piping **1-1/2 inches (38 mm)** To **2 Inches (50 mm)**:
 - 1) Insulate with hydraulic setting insulating cement or equal, to thickness equal to adjoining pipe insulation.
 - 2) Apply final coat of fitting mastic over insulating cement.
6. Pipe Hangers:
 - a. Do not allow pipes to come in contact with hangers.
 - b. Pipe Shield:
 - 1) Provide schedule 40 PVC by **6 inch (150 mm)** long at each clevis and/or Unistrut type hanger.
 - 2) Provide **16 ga (1.64 mm)** by **6 inch (150 mm)** long galvanized shields at each pipe hanger to protect pipe insulation from crushing by clevis hanger.
 - 3) Provide **22 ga (0.85 mm)** by **6 inch (150 mm)** long galvanized shield at each pipe hanger to protect insulation from crushing by Unistrut type hanger.
 - c. At Pipe Hangers:
 - 1) Provide rigid calcium silicate insulation (**100 psi (690 kPA)** compressive strength) at least **2 inches (50 mm)** beyond shield.
7. Protect insulation wherever leak from valve stem or other source might drip on insulated surface, with aluminum cover or shield rolled up at edges and sufficiently large in area and of shape that dripping will not splash on surrounding insulation.

END OF SECTION

SECTION 22 11 16
DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes, But Not Limited To:
 - 1. Furnish and install potable water piping complete with necessary valves, connections, and accessories inside building and connect with outside utility lines **5 feet (1.50 m)** from building perimeter as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 22 05 01: 'Common Piping Requirements'.
 - 2. Section 22 07 19: 'Plumbing Piping Insulation'.

1.2 REFERENCES

- A. Reference Standards:
 - 1. American National Standards Institute / American Society of Sanitary Engineers:
 - a. ANSI/ASSE 1017-2009, 'Performance Requirements for Temperature Actuated Mixing Valves for Hot Water Distribution Systems'.
 - b. ANSI/ASSE 1070-2004, 'Performance Requirements for Water Temperature Limiting Devices'.
 - 2. ASTM International:
 - a. ASTM B88-09, 'Standard Specification for Seamless Copper Water Tube'.
 - b. ASTM E84-13a, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.

1.3 SUBMITTALS

- A. Informational Submittals:
 - 1. Test And Evaluation Reports:
 - a. Written report of sterilization test.

1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Meet NSF International Standards for materials or products that come into contact with drinking water, drinking water treatment chemicals, or both for chemical contaminants and impurities that are indirectly imparted to drinking water from products, components, and materials used in drinking water systems.

PART 2 - PRODUCTS

2.1 SYSTEMS

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Aquatherm, Inc., Lindon, UT www.aquathermpipe.com.
 - b. Cla-Val Company, Costa Mesa, CA or Cla-Val Canada Ltd, Beamsville, ON www.cla-val.com.
 - c. Conbraco Industries Inc, Matthews, NC www.conbraco.com or Conbraco (Honeywell Ltd), Scarborough, ON (416) 293-8111.
 - d. Hammond Valve, New Berlin, WI www.hammondvalve.com.
 - e. Honeywell Inc, Minneapolis, MN www.honeywell.com.
 - f. Leonard Valve Co, Cranston, RI www.leonardvalve.com.
 - g. Milwaukee Valve Co, New Berlin, WI www.milwaukeevalve.com.
 - h. Spence Engineering Co, Walden, NY www.spenceengineering.com.
 - i. Symmons Industries, Braintree, MA www.symmons.com.
 - j. Viega ProPress, Wichita, KS www.viega-na.com.
 - k. Watts Regulator Co, Andover, MA www.wattsreg.com.
 - l. Wilkins (Zurn Wilkins), Paso Robles, CA www.zurn.com.
- B. Materials:
 - 1. Design Criteria:
 - a. All drinking water products, components, and materials above and below grade used in drinking water systems must meet NSF International Standards for LeadFree.
 - b. No CPVC allowed.
 - 2. Pipe:
 - a. Copper:

- 1) Above-Grade:
 - a) Meet requirements of ASTM B88, Type L.
3. Fittings:
 - a. For Copper Pipe: Wrought copper.
4. Connections For Copper Pipe:
 - a. Above-Grade:
 - 1) Sweat copper type with 95/5 or 96/4 Tin-Antimony solder, Bridgit solder, or Silvabrite 100 solder. Use only lead-free solder.
 - 2) Viega ProPress System
5. Ball Valves:
 - a. Use ball valves exclusively unless otherwise specified. Ball valves shall be by single manufacturer from approved list below.
 - b. Valves shall be two-piece, full port for 150 psi (1.03 MPa) SWP.
 - 1) Operate with flow in either direction, suitable for throttling and tight shut-off.
 - 2) Body: Bronze, 150 psig (1.03 MPa) wsp at 350 deg F (177 deg C) and 400 psig (2.76 MPa) wog.
 - 3) Seat: Bubble tight at 100 psig (0.69 MPa) under water.
 - c. Class One Quality Standard: Nibco T585 or S585.
 - 1) Equal by Conbraco 'Apollo,' Hammond, Milwaukee, or Watts.
6. Combination Pressure Reducing Valve / Strainer:
 - a. Integral stainless steel strainer, or separate 'Y' strainer installed upstream of pressure reducing valve.
 - b. Built-in thermal expansion bypass check valve.
 - c. Class One Quality Standard: Watts LFU5B:
 - 1) Equal by Cla-Val Hi Capacity, Conbraco 36C, Honeywell-Braukmann, Spence Hi Capacity, Watts, or Wilkins. See Section 016200.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate cold water lines a minimum of 6 inches (150 mm) from hot water line.

3.2 FIELD QUALITY CONTROL

A. Field Tests:

1. Before pipes are covered, test systems in presence of Architect/Engineer at 125 psig (0.86 MPa) hydrostatic pressure for four (4) hours and show no leaks.
2. Disconnect equipment not suitable for 125 psig (0.86 MPa) pressure from piping system during test period.

3.3 CLEANING

- A. Sterilize potable water system with solution containing 200 parts per million minimum of available chlorine and maintaining pH of 7.5 minimum. Introduce chlorinating materials into system in manner approved by Architect/Engineer. Allow sterilization solution to remain for twenty four (24) hours and open and close valves and faucets several times during that time.
- B. After sterilization, flush solution from system with clean water until residual chlorine content is less than 0.2 parts per million.
- C. Water system will not be accepted until negative bacteriological test is made on water taken from system. Repeat dosing as necessary until such negative test is accomplished.

END OF SECTION

SECTION 22 11 19
DOMESTIC WATER PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes, But Not Limited To:
 - 1. Furnish and install miscellaneous potable water piping specialties as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 22 05 01: 'Common Plumbing Requirements'.

1.2 REFERENCES

- A. Reference Standards:
 - 1. NSF International Standard / American National Standards Institute:
 - a. NSF/ANSI 61-2012, 'Drinking Water System Components - Health Effects'.
 - b. NSF/ANSI 372-2011, 'Drinking Water System Components - Lead Content'.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Meet NSF International Standards for materials or products that come into contact with drinking water, drinking water treatment chemicals, or both for chemical contaminants and impurities that are indirectly imparted to drinking water from products, components, and materials used in drinking water systems.
 - 2. California only: California Assembly Bill 1953 (AB1953) Compliant for Lead Free.

PART 2 - PRODUCTS

2.1 ACCESSORIES

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Ashcroft, Stratford, CT www.ashcroftinc.com.
 - b. Chicago Faucet Co, Des Plaines, IL www.chicagofaucets.com.
 - c. Conbraco Industries, Matthews, NC www.conbraco.com.
 - d. IPS Corporation, Compton, CA www.ipscorp.com.
 - e. Josam Co, Michigan City, IN www.josam.com.
 - f. Jay R. Smith Manufacturing Co, Montgomery, AL www.jrsmith.com.
 - g. Mifab Manufacturing Inc, Chicago, IL www.mifab.com.
 - h. Precision Plumbing Products (PPP), Portland, OR www.pppinc.net.
 - i. Sioux Chief Manufacturing Co, Peculiar, MO www.siouxchief.com.
 - j. Wade (Division of Tyler Pipe), Tyler, TX www.wadedrains.com.
 - k. Watts Drainage, Spindale, NC www.watts.com or Watts Industries, Burlington, ON, Canada www.wattscda.com.
 - l. Woodford Manufacturing, Colorado Springs, CO www.woodfordmfg.com.
 - m. Zurn Cast Metals, Erie, PA or Zurn Industries Limited, Mississauga, ON www.zurn.com.
- B. Materials:
 - 1. Pressure Reducing Station:
 - a. Design Criteria:
 - 1) Meet NSF International Standards for Lead Free.
 - b. Pressure Gauges:
 - 1) Gauges shall have following features:
 - a) Cast aluminum case.
 - b) Chrome plated ring.
 - c) Impact resistant window.
 - d) Phosphor bronze alloy steel bourdon tube.
 - e) 1/2 percent scale range accuracy.
 - f) 4-1/2 inch (115 mm) diameter dial face.
 - g) Range 0 to 100 psig.
 - 2) Class One Quality Standard: 500X by H O Trerice.
 - a) Equal by Ashcroft or Weiss. See Section 01 6200.
 - c. Brass Gauge Cocks:
 - 1) Category Four Approved Products. See Section 01 6200 for definitions of

Categories:

- a) 1092 by Ashcroft.
- b) 865 by H O Terrice.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Gauges: Connect to pipe with 1/4 inch (6 mm) connections utilizing gauge cocks.

END OFSECTION

SECTION 22 16 16
GAS PIPING

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.
- B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.

1.2 SUMMARY

- A. Section Includes:
 - 1. Aboveground pipe and fittings.
 - 2. Piping specialties.
 - 3. Piping and tubing joining materials.
 - 4. Valves.
 - 5. Pressure regulators.

1.3 REFERENCE STANDARDS

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All reference amendments adopted prior to the effective date of this Contract shall be applicable to this Project.
- C. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the following references:
 - 1. 2019 California Plumbing Code, CCR Title 24, Part 5.
 - 2. Latest edition of NFPA 54.

1.4 PERFORMANCE REQUIREMENTS

- A. Minimum Operating-Pressure Ratings:
 - 1. Piping and Valves: 100 psig minimum unless otherwise indicated.
 - 2. Service Regulators: 100 psig minimum unless otherwise indicated.
- B. Liquide Propane-Gas System Pressure within Buildings: 2.0 psig or less

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Welding certificates.
- C. Field quality-control reports.
- D. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Steel Support 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.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three (3) years documented experience.
- E. Installer Qualifications: Company specializing in performing the Work of this Section with minimum three (3) years documented experience.
- F. Conformance to National Fuel Gas Code.
- G. Material and installation requirements shall follow NFPA 54, state and local gas company codes.
- H. Conformance to ANSI B31.
- I. Gas regulators shall be AGA rated.

1.7 DELIVERY, STORAGE and HANDLING

- A. Accept valves on Site in shipping containers with labeling in place, inspect for damage and store with a minimum of handling. Store plastic piping under cover out of direct sunlight. Do not store materials directly on the ground.

- B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work and isolating parts of completed system.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

2.2 PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
 - 1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
 - 2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
 - 3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.

2.3 JOINING MATERIALS

- A. Joint Compound and Tape: Suitable for natural gas.
- B. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- C. Brazing Filler Metals: Alloy with melting point greater than 1000 deg F complying with AWS A5.8/A5.8M. Brazing alloys containing more than 0.05 percent phosphorus are prohibited.

2.4 GAS VALVES

- A. All valves shall be designed, manufactured and approved for natural gas service.
- B. Line Shut-off Valves sizes 2 inches and smaller shall be iron body lubricated plug valve conforming to ASTM-A-126, U.L. Listed and A.G.A. Approved for natural gas service with threaded ends, wrench operation, rated for 200 WOG service pressure and -20 to 200 degrees F., manufactured by Nordstrom Model 142 or equal by Resun or McDonald, A. Y. Mfg. Co.
- C. Appliance/Equipment Shut-off Valves at local connections sizes 2 inches and smaller shall be bronze body, full port ball or butterfly type, U.L. Listed and A.G.A. Approved for natural gas service with threaded ends, quarter turn lever handle operation, rated for 175 W.O.G. service pressure and 30 to 275 degrees F., manufactured by Nibco Model T585-70-UL or equal by Milwaukee or Apollo.
- D. Manual Emergency Shut-off Valves sizes 2 inches and smaller shall be bronze body, full port ball or butterfly type, U.L. Listed and A.G.A. Approved for natural gas service with threaded ends, quarter turn lever handle operation, rated for 175 W.O.G. service pressure and 30 to 275 degrees F., manufactured by Nibco Model T585-70-UL or equal by Milwaukee or Apollo.
- E. Automatic Emergency Shut-off Valves shall be U.L. Listed F.M. Approved for natural gas service, 2-way electrically tripped solenoid type; fail safe closed; manual reset; Type 1 solenoid enclosure; NBR seals and disc; stainless steel core tube and springs; copper coil; manufactured by ASCO Red Hat Series 8044 or equal by Honeywell or Jefferson.

2.5 PRESSURE REGULATORS

- A. General Requirements:
 - 1. Single stage and suitable for natural gas.
 - 2. Steel jacket and corrosion-resistant components.
 - 3. Elevation compensator.
 - 4. End Connections: Threaded for regulators NPS 2 and smaller.
- B. Appliance Pressure Regulators: Comply with ANSI Z21.18.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Eaton Corporation; Controls Div.
 - b. Harper Wyman Co.
 - c. Maxitrol Company.
 - d. Itron
 - 2. Body and Diaphragm Case: Die-cast aluminum.
 - 3. Springs: Zinc-plated steel; interchangeable.
 - 4. Diaphragm Plate: Zinc-plated steel.
 - 5. Seat Disc: Nitrile rubber.
 - 6. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.

7. Factory-Applied Finish: Minimum three-layer polyester and polyurethane paint finish.
8. Atmospheric Vent: Factory installed.
9. Maximum Inlet Pressure: 2 psig
- C. Line Pressure Regulators: Comply with ANSI Z21.80.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Belgas
 - b. Eaton Corporation; Controls Div.
 - c. Harper Wyman Co.
 - d. Maxitrol Company.
 2. Body and Diaphragm Case: Cast iron or die-cast aluminum.
 3. Springs: Zinc-plated steel; interchangeable.
 4. Diaphragm Plate: Zinc-plated steel.
 5. Seat Disc: Nitrile rubber resistant to gas impurities, abrasion, and deformation at the valve port.
 6. Orifice: Aluminum; interchangeable.
 7. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
 8. Single-port, self-contained regulator with orifice no larger than required at maximum pressure inlet, and no pressure sensing piping external to the regulator.
 9. Pressure regulator shall maintain discharge pressure setting downstream, and not exceed 120 percent of design discharge pressure at shutoff.
 10. Overpressure Protection Device: Factory mounted on pressure regulator.
 11. Atmospheric Vent: Factory- or field-installed, stainless-steel screen in opening if not connected to vent piping.
 12. Maximum Inlet Pressure: 5 psig
 13. Suitable for outdoor use to minus 40 F ambient temperature.

2.6 DIELECTRIC UNIONS

- A. Dielectric Unions:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hart Industries International, Inc.
 - b. McDonald, A. Y. Mfg. Co.
 - c. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
 - d. Wilkins; a Zurn company.
 2. Description:
 - a. Standard: ASSE 1079.
 - b. Pressure Rating: 125 psig at 180 deg F.
 - c. End Connections: Solder-joint copper alloy and threaded ferrous.

PART 3 - EXECUTION

3.1 INDOOR PIPING INSTALLATION

- A. Comply with NFPA 54 for installation and purging of natural-gas piping.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Arrange for pipe spaces, chases, slots, sleeves, and openings in building structure during progress of construction, to allow for mechanical installations.
- D. Install piping in concealed locations (as allowed per code) unless otherwise indicated and except in equipment rooms and service areas.
- E. 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.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Locate valves for easy access.
- H. Install piping free of sags and bends.

- I. Install fittings for changes in direction and branch connections.
- J. Verify final equipment locations for roughing-in.
- K. Comply with requirements in Sections specifying gas-fired appliances and equipment for roughing-in requirements.
- L. Drips and Sediment Traps: Install drips at points where condensate may collect, including service-meter outlets. Locate where accessible to permit cleaning and emptying. Do not install where condensate is subject to freezing.
 - 1. Construct drips and sediment traps using tee fitting with bottom outlet plugged or capped. Use nipple a minimum length of 3 pipe diameters, but not less than 3 inches long and same size as connected pipe. Install with space below bottom of drip to remove plug or cap.
- M. Extend relief vent connections for service regulators, line regulators, and overpressure protection devices to outdoors and terminate with weatherproof vent cap.
- N. Conceal pipe installations in walls, pipe spaces, utility spaces, above ceilings, unless indicated to be exposed to view. Pipe concealed in walls and partitions shall be installed in an approved chase or casing. Piping in concealed locations shall not have unions, tubing fittings, right and left couplings, bushings, compression couplings, nor swing joints made by combinations of fittings. Tubing joined by brazing is allowed, as are fittings listed for use in concealed locations.
- O. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.
- P. Connect branch piping from top or side of horizontal piping.
- Q. Install unions in pipes NPS 2 and smaller, adjacent to each valve, at final connection to each piece of equipment.
- R. Do not use natural-gas piping as grounding electrode.
- S. Install strainer on inlet of each line-pressure regulator and automatic or electrically operated valve.
- T. Install pressure gage downstream from each line regulator. Pressure gages are specified in Division 23 Section "Meters and Gages for HVAC Piping."
- U. Install sleeves for piping penetrations of walls, ceilings, and floors, concrete walls or slabs. Comply with requirements for sleeves specified in Division 23 Section "Common Work Results for HVAC."
- V. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Division 23 Section "Common Work Results for HVAC."

3.2 VALVE INSTALLATION

- A. Install manual gas shutoff valve for each gas appliance.
- B. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.

3.3 PIPING JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints:
 - 1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.
 - 4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
 - 5. 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.
- D. Welded Joints:

1. Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators.
2. Bevel plain ends of steel pipe.
3. Patch factory-applied protective coating as recommended by manufacturer at field welds and where damage to coating occurs during construction.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for pipe hangers and supports specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."

3.5 CONNECTIONS

- A. Connect to utility's gas main after meter and regulator.
- B. Install natural-gas piping electrically continuous, and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70.
- C. Install piping adjacent to appliances to allow service and maintenance of appliances.
- D. Connect piping to appliances using manual gas shutoff valves and unions. Install valve within 72 inches of each gas-fired appliance and equipment. Install union between valve and appliances or equipment.
- E. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.6 LABELING AND IDENTIFYING

- A. Comply with requirements in Division 23 Section "Identification for HVAC Piping and Equipment" for piping and valve identification.

3.7 FIELD QUALITY CONTROL

- A. Test, inspect, and purge natural gas according to NFPA 54 and authorities having jurisdiction.
- B. Natural-gas piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.8 INDOOR PIPING SCHEDULE

- A. Aboveground, branch & distribution piping NPS 2 and smaller shall be the following:
 1. Steel pipe with malleable-iron fittings and threaded joints.
- B. Aboveground, branch & distribution piping larger than NPS 2 shall be the following:
 1. Steel pipe with wrought-steel fittings and welded joints.

3.9 OUTDOOR PIPING SCHEDULE

- A. Aboveground, NPS 2 and smaller shall be the following:

1. Steel pipe with malleable-iron fittings and threaded joints.
- B. Aboveground, larger than NPS 2 shall the following:
 1. Steel pipe with wrought-steel fittings and welded joints.
- 3.10 PAINTING
 - A. Comply with requirements in Section 099100 Painting for painting exterior natural-gas piping (ferrous metal).
 - B. Paint exposed, exterior metal piping, valves, regulators, and piping specialties, except components, with factory-applied paint or protective coating
 1. Gloss finish.
 2. Color - Yellow.
 - C. Damage and Touchup: Repair marred and damaged factory-applied finishes with materials and by procedures to match original factory finish.

END OF SECTION 22 16 16

Section 23 00 00
MECHANICAL BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS & SUMMARY

Conditions: Conform to General Conditions, Supplementary Conditions and Division 1 - General Requirements.

- A. Furnish labor, materials, and equipment necessary for completion of work as described in Contract Documents.
- B. It is the intent of these specifications that the systems specified herein are to be complete and operational before being turned over to the owner. During the bidding process, the contractor is to ask questions or call to the engineer's attention any items that are not shown or may be required to make the system complete and operational. Once the project is bid and the contractor has accepted the contract, it is his responsibility to furnish and install all equipment and parts necessary to provide a complete and operational system without additional cost to the owner.
- C. Includes, But Not Limited To:
 - 1. General procedures and requirements for HVAC.
- D. Related Sections:
 - 1. Section 23 05 93: Testing, Adjusting, and Balancing for HVAC.

1.2 SCOPE

Section Includes: Products, assemblies and methods applicable to more than one of the systems specified in Division 23 or shown on the drawings.

1.3 MATERIALS AND EQUIPMENT

Products: No hazardous material such as lead or asbestos containing material or equipment shall be used in DIVISION 23. Use products of a single manufacturer where two or more units of same class of equipment are required. Use new equipment.

1.4 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Perform work in accordance with applicable provisions of local and state Plumbing Code, Gas Ordinances, and adoptions thereof. Provide materials and labor necessary to comply with rules, regulations, and ordinances.
 - 2. In case of differences between building codes, state laws, local ordinances, utility company regulations, and Contract Documents, the most stringent shall govern. Promptly notify Architect in writing of such differences.
- B. Applicable Specifications: Referenced specifications, standards, and publications shall be of the issues in effect on date of Advertisement for Bid.
 - 1. "Heating, Ventilating and Air Conditioning Guide" published by the American Society of Heating, Refrigeration and Air Conditioning Engineers.
 - 2. "Engineering Standards" published by the Heating, Piping, and Air Conditioning Contractors National Association.
 - 3. "2019 California Building Code", "2019 California Mechanical Code", "2019 California Plumbing Code", "2019 California Fire Code" and "2019 California Energy Code" as published by the California Building Standards Code.
 - 4. "National Electrical Code" as published by the National Fire Protection Association.
- C. Identification: Motor and equipment name plates as well as applicable UL and AGA labels shall be in place when Project is turned over to Owner.

1.5 INSPECTIONS AND PERMITS

- A. Contractor shall pay for permits, fees, or charges for inspection or other services. Local and state codes and ordinances must be properly executed without expense to Owner and are considered as minimum requirements. Local and state codes and ordinances do not relieve the Contractor from work shown that exceeds minimum requirements.

1.6 STORAGE AND PROTECTION OF MATERIALS

Protection: Protect against weather, corrosion and dirt.

- A. Provide storage space for storage of materials and assume complete responsibility for losses due to any cause whatsoever. Storage shall not interfere with traffic conditions in any public thoroughfare.
- B. Protect completed work, work underway, and materials against loss or damage.
- C. Close pipe openings with caps or plugs during installation. Cover fixtures and equipment and protect against dirt, or injury caused by water, chemical, or mechanical accident.

1.7 COMMISSIONING

- A. Commissioning is a comprehensive and systematic process to verify that the building's energy related systems are installed, calibrated and perform according to the owner's project requirements, basis of design, and construction documents.
- B. Commissioning is a part of this project and all contractors performing work governed by this division of the specification shall refer to commissioning specification for complete commissioning requirements that apply to all of the work within this division.

1.8 COMMISSIONING HVAC SYSTEMS

- A. General Requirements: Provide commissioning of HVAC systems. The purpose of commissioning is to bring the project HVAC system to a state of dynamic operation in accordance with the contract plans and specifications by verifying the operation of individual components, subsystems, and systems.
- B. Tools and Equipment: The Contractor shall furnish all special tools and equipment required during the commissioning process. A list of all tools and equipment to be used during commissioning shall be submitted for approval.
- C. Commissioning Documentation: The Contractor shall maintain the commissioning documentation in ring binders. Provide commissioning plan and all required forms for review by Architect. The commissioning documentation shall be organized by system and subsystem when practicable. All pages shall be numbered, and a table of contents page shall be provided. The commissioning documentation shall include, but not be limited to, the following:
 - 1. Approved Test and Balance Report for the building (project) being commissioned.
 - 2. All approved shop drawings of HVAC equipment to be commissioned. Shop drawings shall be full size sheets folded as required to fit in binders.
 - 3. All pre-commissioning checklists initialed by indicated personnel organized by system and subsystem.
 - 4. All functional performance test checklists signed by indicated personnel organized by system and subsystem.
 - 5. Two copies and PDF files of the Operation and Maintenance Manuals specified on other sections of these specifications shall be included with the Commissioning Documentation. The manuals shall be incorporated in the Commissioning Documentation prior to the commencement of the training required in this and other sections of the specifications. Preparation of Operation and Maintenance Manuals shall be as specified in other sections of these specifications.
 - 6. HVAC Shop Drawings and As Built Drawings and Specifications shall be assembled after completion of HVAC pre-commissioning phase and prepared as indicated above. Changes as a result of subsequent HVAC Commissioning procedures will be incorporated (as required) at the conclusion of final HVAC Commissioning.
 - 7. The Contractor shall be responsible for maintaining the commissioning documentation until final acceptance of the project. All checklists included in this section of the specifications shall become part of the commissioning documentation. The commissioning documentation shall be kept current by the contractor and shall be available for inspection at all times. At the time of acceptance of the project, the Contractor shall furnish 2 copies, and PDF files, of the commissioning documentation to the Owner's representative.

8. Contractors' representative shall document commissioning work and provide a Commissioning Report
- 1.9 MAINTENANCE MANUALS
- A. Meet the applicable requirements of Section 01 77 00 - CLOSEOUT PROCEDURES and Section 23 01 00. In addition, include the following:
 - 1 Manufacturers, suppliers, and subcontractors' names, addresses, and phone numbers.
 - 2 Schedule and description of routine maintenance for each component including oiling, lubrication and greasing data.
 - 3 Balancing log including complete electrical load data from operation test, belt sizes, types and lengths.
 - 4 Manufacturers' cuts and rating tables, including brochures for all equipment listed under required submittals.
 - 5 Part numbers of all replaceable items.
 - 6 Valve list.
 - 7 ASME welding certificates.
 - 8 As-built control diagrams and operation sequence with labeling of controls and instruments to match diagrams.
 - 9 Written guarantees.
 - B. Binders: Black, hard cover, post type with plastic tab index sheets. Submit manuals to Engineer at least 25 normal working days prior to operating and instruction period of Owner's Representative.
 - C. Operating Instructions and Service Manual: The Mechanical Contractor shall prepare 2 copies, and PDF files, of an Operation and Maintenance Manual for all mechanical systems and equipment used in this project. Manuals shall be bound in hard-backed binders and the front cover and spine of each binder shall indicate the name and location of the project. Use plastic tab indexes for all sections. Provide a section for each different type of equipment item. The following items shall be included in the manual, together with any other pertinent data. This list is not complete and is to be used as a guide.
 1. Provide a master index at the beginning of the manual showing all items included.
 2. The first section of the manual shall contain:
 - a. Names, addresses, and telephone numbers of Architect, Mechanical Engineer, Electrical Engineer, General Contractor, Plumbing Contractor, Sheet Metal Contractor, and Temperature Control Contractor.
 - b. List of Suppliers which shall include a complete list of each piece of equipment used with the name, address, and telephone number of vendor.
 - c. General Description of Systems including –
 - 1) Location of all major equipment
 - 2) Description of the various mechanical systems
 - 3) Description of operation and control of the mechanical systems
 - 4) Suggested maintenance schedule
 - d. Copy of contractor's written warranty
 3. Provide a copy of approved submittal literature for each piece of equipment.
 4. Provide maintenance and operation literature published by the manufacturer for each piece of equipment which includes: oiling, lubrication and greasing data; belt sizes, types and lengths; wiring diagrams; step-by-step procedure to follow in putting each piece of mechanical equipment in operation.
 5. Include parts numbers of all replaceable items.
 6. Provide control diagram and operation sequence, along with labeling of control piping and instruments to match diagram.
 7. Include a valve chart indicating valve locations.
 - D. Include air balance and/or water balance reports.
- 1.10 SYSTEM START-UP OWNER'S INSTRUCTIONS

Do not run heat pump, air handling units, fan coil units, or any other pieces of equipment used for moving supply air without proper air filters installed properly in system.
Demonstration: Conducted by Mechanical Contractor for Owner's operational personnel for one day after systems are fully operational and at such time as designated by and under the observation of the Engineer.

- A. Off-Season Start-up
 - If Substantial Completion inspection occurs during heating season, schedule spring start-up of cooling systems. If inspection occurs during cooling season, schedule autumn start-up for heating systems.
 - 1. Notify Owner 7 days minimum before scheduled start-up.
 - 2. Time will be allowed to completely service, test, check, and the off-season start up of systems. During allowed time, train Owner's representatives in operation and maintenance of system.
 - 3. At end of off-season start-up, furnish Owner with letter confirming that above work has been satisfactorily completed.
- B. Owner's Instructions
 - 1. Instruct building maintenance personnel and Owner Representative in operation and maintenance of mechanical systems utilizing Operation & Maintenance Manual when so doing.
 - 2. Instruction period shall occur after Substantial Completion inspection when systems are properly working and before final payment is made.

1.11 GUARANTEE & WARRANTY

- A. Length of Guarantee: Guarantee materials and workmanship for a period of one year from date of final acceptance for the project or through one entire system operating season if this exceeds year date.
 - 1. Contractor shall repair, revise or replace any and all such leaks, failure or inoperativeness due to defective work, materials, or parts free of charge for a period of one year from final acceptance, provided such defect is not due to carelessness in operation or maintenance.
 - 2. In addition, the Contractor shall furnish all refrigeration emergency repairs, emergency service and all refrigerant required due to defective workmanship, materials, or parts for a period of one year from final acceptance at no cost to the Owner, provided such repairs, service and refrigerant are not caused by lack of proper operation and maintenance.
- B. Submittal: Submit with maintenance manual all written warranties which exceed one year. A five-year product warranty is required on refrigeration equipment and components.
- C. Guarantee Includes: All material and labor to repair or replace defective items within any system and extends to material and labor required to repair adjacent surfaces disturbed by malfunction.
- D. Guarantee Does Not Include: Replacement of components which malfunction due to abuse or lack of proper maintenance or operation by Owner.

1.12 SUBMITTALS

- A. General: Comply with the applicable requirements of Section 01 33 00 - SUBMITTAL PROCEDURES. Provide shop drawings, product data, and manufacturer's instructions for material and equipment including all items listed in PART 2 - PRODUCTS in each section of Division 23 and listed on the fixture and mechanical equipment schedules on the drawings.
- B. Submittals for this Section: Submit shop drawings, product list, product data, and manufacturer's instructions to Architect for review for:
 - 1. Pipe and Fittings
 - 2. Valves
 - 3. Piping Specialties
 - 4. Mechanical Supporting Devices
 - 5. Vibration Isolation
 - 6. Pumps

7. Motors
 8. Motor Starters
 9. Control Equipment , Devices & Wiring
 10. Identification
 11. Boilers & all related hydronic system components
 12. VAV Boxes
- C. ProductData: Within 30 days after award of contract, submit a complete set of Manufacturer's catalog data for each manufactured item.
1. Literature shall include enough information to show complete compliance with Contract Document requirements.
 2. Mark literature to indicate specific item with applicable data underlined.
 3. Information shall include, but not be limited to, capacities, ratings, type of material used, guarantee, and such dimensions as are necessary to check space requirements.
 4. When accepted, submittal shall be an addition to Contract Documents and shall be in equal force. No variation shall be permitted.
 5. Even though the submittals have been accepted by the Engineer, it does not relieve the contractor from meeting all of the requirements of the plans and specifications and providing a complete and operational system.
- D. Submittals For Common HVAC Requirements
1. Manufacturer's installation manuals providing detailed instructions on assembly, joint sealing, and system pressure testing for leaks.
 2. Specification data on sealer and gauze proposed for sealing ductwork.
 3. Requirements: Construction details not specifically called out in Contract Documents shall conform to applicable requirements of SMACNA HVAC Duct Construction Standards.
 4. Pre-Installation Conference: Schedule conference immediately before installation of ductwork.
- E. Shop Drawings shall be for each entire system as specified within this section and other sections within Division 23. Provide coordinated layout drawings minimum 1/4" per foot, which show all piping, , ductwork, equipment, access panels, architectural, and structural systems. All trades to coordinate in preparation of drawings to establish final locations of work. Areas of extreme congestion shall be shown at 1/2" scale
- F. Drawings of Record: One complete set of mechanical drawings shall be provided for the purpose of showing a complete picture of the work as actually installed.
1. These drawings shall serve as work progress report sheets. Contractor shall make notations neat and legible therein daily as the work proceeds.
 2. The drawings shall be kept at the job at a secure location.
 3. At completion of the project these "as-built" drawings shall be signed by the Contractor, dated, and returned to the Architect.
- 1.13 CLOSEOUT SUBMITTALS
- A. Submit under provisions of Section 01 77 00 - CLOSEOUT PROCEDURES.
 - B. Operation and Maintenance Manuals - Refer to this section.
 - C. Submit warranties as specified.
 - D. Submit proof of training as specified in other Sections.
 - E. Submit As-built drawings for all mechanical systems. Update all shop drawings previously submitted with actual installed conditions.
- 1.14 SUBSTITUTIONS
- A. Substitutions: By specific designation and description, standards are established for specialties and equipment. Other makes of specialties and equipment of equal quality will be considered provided such proposed substitutions are submitted to the Architect for his approval, complete with specification data showing how it meets the specifications, at least 5 working days prior to bid opening. A list of approved

substitutions will be published as an addendum.

1. Submit a single copy of Manufacturer's catalog data including Manufacturer's complete specification for each proposed substitution.
 2. The Architect or Engineer is to be the sole judge as to the quality of any material offered as an equal.
 3. Products Considered Equal: Refer to Section 01 25 00 - SUBSTITUTION PROCEDURES and Section 01 60 00 - PRODUCT REQUIREMENTS. Manufacturers and models of fixtures, equipment and material indicated on drawings are those upon which mechanical design is based. Other substitute manufacturers with products considered equal are listed without specific model designation. For substitution of any other manufacturer's equipment, see General Conditions of this specification.
 4. Responsibility: Fixtures, equipment and materials scheduled on drawings are selected and configured to fit in mechanical or ceiling spaces available and to conform to available electrical, architectural, and structural characteristics. It is the Contractor's responsibility to insure, prior to submitting shop drawings, that any substitute fixtures, equipment or materials will fit without change in function or quality and without a redesign of the spaces affected
- B. Electrical Coordination: It is the Contractor's responsibility to coordinate with the Electrical Engineer and Electrical Contractor any electrical changes required due to substitute equipment and to pay for any required modifications.
- C. Conflicts: Should conflict occur, either mechanical or electrical, due to substitution of fixtures, equipment or materials from those which the mechanical design is based, the Contractor is responsible for all costs incurred. Any redesign required shall be at the Contractor's expense. Redesign and/or modification to the contract documents will done on a time and materials basis and paid for by the Contractor.

1.15 ADDITIONAL WORK:

Design is based on equipment as described in the drawing equipment schedule. Any change in foundation bases, electrical wiring, conduit connections, piping, controls and openings required by alternate equipment submitted and approved shall be paid for by this division. All work shall be in accordance with the requirements of the applicable sections.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. Steel Pipe, Black and Galvanized: ASTM A-53
1. Fittings:
 - a. Malleable iron screwed; ANSI B16.3
 - b. Cast iron screwed; ANSI B16.4
 - c. Cast iron flanged; ANSI B16.1
 - d. Steel butt welding; ANSI B16.9
- B. Copper Tubing: ASTM B -88
1. Fittings: Wrought copper; ANSI B 16.22

2.2 VALVES

- A. Gate, Globe, Ball, Butterfly and Check Valves: Nibco, Crane, Stockham, Jenkins, Red-White, Anvil International, Walworth or Milwaukee equal to Nibco model numbers listed.

Check:	2" and under	T-413-Y-LF
(Horiz.)	2-1/2" and over	F-938-33
Ball:	2" and under	T-585-80-LF

- B. Balancing Valves: 2" and under: Ball valve as specified above. Provide balancing stops for all sizes.

- C. Pressure Reducing Valve : Direct Acting PRV: Adjustable self-operated type, bronze body, stainless steel integral strainer, and cast iron spring case, 20 to 70 psig outlet pressure range and inlet pressures to 200 psig. Watts #223 or equal by Fisher, Leslie, McAlear, Cash-Acme.
- D. Backflow Preventer: Reduced pressure principle type, Cla-Val, Cash-Acme, Watts, Craneline, Hersey or Febco as approved by Board of Water Supply or agency having jurisdiction.
- E. Valve Components: Material used capable of operating within services required, e.g. hot water heating valve components designed for continued operation at 240 degrees F.

2.3 PIPING SPECIALTIES

- A. Unions: 2" and smaller; ground joint, malleable iron type. 2-1/2" and larger; flange type, 150# ANSI forged steel. Anvil International, Crane, Walworth, Syspac.
- B. Gaskets: 1/16" thick service gaskets, asbestos free. Crane Co. "Cranite," Johns-Manville.
- C. Access Panels: Same type and construction as those specified in Architectural Section or as suitable for the type of ceiling or wall construction. Elmdor, J.L. Industries or Milcor with screwdriver operated lock where not specified in other sections. Stainless steel access panels in tile walls.
- D. Insulating Union: Epcor, Capitol, Wheeline Machine Products.
- E. Escutcheon: Chrome plated steel, heavy pattern with springs for floor and ceiling. Pasco, Proflo.
- F. Expansion Joints: Stainless steel bellows type, Keflex Model 308 or equal by Metraflex.
- G. Alignment Guides: Keflex Series P or equal by Metraflex.

2.4 MECHANICAL SUPPORTING DEVICES

- A. Pipe Hangers: Adjustable threaded rod type in accordance with MSS SP-58, MSS SP-69, and ANSI B31.1, Superstrut, Anvil International. Rod size and spacing shall be as scheduled.

Hanger Rods - Size and Spacing Schedule
Maximum Hanger Spacing

Pipe	Weight Per Foot	Minimum Hanger Rod Size	Copper Type M	Steel SCH 40
1/2"	1.0	1/4"	6'	6'
3/4"	1.4	1/4"	6'	8'
1"	2.1	1/4"	6'	8'
1-1/4"	2.9	3/8"	6'	10'
1-1/2"	3.6	3/8"	6'	10'
2"	5.2	3/8"	10'	10'

- B. Duct Hangers: In accordance with SMACNA Duct Construction Standards, Low Pressure or High Pressure as appropriate.

2.10 POWER WIRING

Requirements: See Division 26

2.11 CONTROL WIRING

Requirements: Provide in accordance with requirements of controlled equipment

2.12 IDENTIFICATION

- A. Equipment Nameplates: Black bakelite, 1-1/2" x 3" with white 1/4" lettering with equipment schedule designations (e.g. "AHU-1 AIR HANDLING UNIT").
- B. Valve Tags: 1/25" thick, 1-1/2" diameter brass tags stamped to indicate service and valve

number, 1/4" lettering, chain hanger. Post valve list under glass in appropriate mechanical room and include in maintenance manual.

- C. Pipe Marking: Semi-rigid plastic coil markers with written legend, color-coded background and flow arrow, all in accordance with ANSI A13.1. Letters to reflect drawing legend designations.
 - D. VAV Box Identification: Boxes shall be marked identifying area served.
- 2.13 PAINT
- A. Factory Finished Equipment: See individual equipment specification. Submit color charts for selection by Architect.
 - B. Field Application: Provide painting products as specified in Section 09 9100 - PAINTING.
- 2.14 TESTING AND ADJUSTING
- Requirements: Prior to balancing and occupancy, test and adjust all fans, pumps, coils, temperature controls, etc., for proper operation. Recheck all equipment and systems after balancing is complete to confirm operation of all systems is in accordance with plans and specifications. See Section 23 05 93 – TESTING & BALANCING AIR SYSTEMS for additional requirements.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Site Inspection:
 - 1. Examine premises and understand the conditions which may affect performance of work of this Division before submitting proposals for this work.
 - 2. No subsequent allowance for time or money will be considered for any consequence related to failure to examine site conditions.
- B. Drawings:
 - 1. Mechanical drawings show general arrangement of piping, ductwork, equipment, etc, and do not attempt to show complete details of building construction which affect installation. This Contractor shall refer to architectural, structural, and electrical drawings for additional building detail which affect installation of his work.
 - a. Follow mechanical drawings as closely as actual building construction and work of other trades will permit.
 - b. No extra payments will be allowed where piping and/or ductwork must be offset to avoid other work or where minor changes are necessary to facilitate installation.
 - c. Everything shown on the mechanical drawings shall be the responsibility of Mechanical Contractor unless specifically noted otherwise.
 - 2. Consider architectural and structural drawings part of this work insofar as these drawings furnish information relating to design and construction of this project. These drawings take precedence over mechanical drawings.
 - 3. Because of small scale of mechanical drawings, it is not possible to indicate all offsets, fittings, and accessories which may be required. Investigate structural and finish conditions affecting this work and arrange work accordingly, providing such fittings, valves, and accessories required to meet conditions. Do not scale drawings for exact locations of equipment or piping.
- C. Insure that items to be furnished fit space available. Make necessary field measurements to ascertain space requirements including those for connections and furnish and install equipment of size and shape so final installation shall suit true intent and meaning of Contract Documents.
 - 1. If approval is received to use other than specified items, responsibility for specified capacities and insuring that items to be furnished will fit space available lies with this Division.
 - 2. If non-specified equipment is used and it will not fit job site conditions, this Contractor assumes responsibility for replacement with items named in Contract Documents.

3.2 PREPARATION

- A. Cut carefully to minimize necessity for repairs to existing work. Do not cut beams, columns, or trusses.
 - 1. Patch and repair walls, floors, ceilings, and roofs with materials of same quality and appearance as adjacent surfaces unless otherwise shown. Surface finishes shall exactly match existing finishes of same materials.
 - 2. Each Section of this Division shall bear expense of cutting, patching, repairing, and replacing of work of other Sections required because of its fault, error, tardiness, or because of damage done by it.
- 3.3 INSTALLATION
 - A. Arrange pipes, ducts, and equipment to permit ready access to valves, unions, traps, starters, motors, control components, and to clear openings of doors and access panels.
 - B. During installation, protect open ends of ducts by covering with plastic sheet tied in place to prevent entrance of debris and dirt.
 - C. Make necessary allowances and provisions in installation of sheet metal ducts for structural conditions of building. Revisions in layout and configuration may be allowed, with prior written approval of Architect. Maintain required airflows in suggesting revisions.
- 3.4 COOPERATION
 - A. Cooperate with other crafts in coordination of work. Promptly respond when notified that construction is ready for installation of work under Division 23. Contractor will be held responsible for any delays which might be caused by his negligence or failure to cooperate with the other Contractors or crafts.
- 3.5 SUPERVISION
 - A. A competent superintendent shall be in charge of the work at all times. Anyone found incompetent shall be removed at once and replaced by someone satisfactory, when requested by the Architect.
- 3.6 CLEANING EQUIPMENT AND PREMISES
 - A. Properly lubricate equipment before Owner's acceptance.
 - B. Clean exposed piping, ductwork, equipment, and fixtures. Repair damaged finishes and leave everything in working order.
 - C. Remove stickers from fixtures and adjust valves.
 - D. At date of Substantial Completion, air filters shall be new, clean, and approved by Owner's representative.
 - E. Trap elements shall be removed during cleaning and flushing period. Replace trap elements and adjust after cleaning and flushing period.
- 3.7 TESTS
 - A. No piping work, fixtures, or equipment shall be concealed or covered until they have been inspected and approved by the inspector. Notify inspector when the work is ready for inspection.
 - B. All work shall be completely installed, tested as required by Contract Documents and the city and county ordinances and shall be leak-tight before the inspection is requested.
 - C. Tests shall be repeated to the satisfaction of those making the inspections.
- 3.8 CUTTING AND PATCHING
 - A. General Contractor: Openings shall be provided by General Contractor for mechanical under direction of the Contractor. General Contractor shall patch and repair of openings.
- 3.9 PIPE AND PIPE FITTINGS
 - A. Pipes: Remove burrs by reaming. Use Teflon tape on male threads only.
 - B. Openings in Pipes: Keep closed during progress of work.
 - C. Coordination: Install so as not to interfere with light fixtures or other trade components.
 - D. Close Nipples: Not permitted on any part of work. Use standard short nipples for short pipe connections. Use of bushings not permitted.
 - E. Piping of Copper Tubing: Continuous. Copper tubing inserts in runs of steel pipe not permitted. Solder joints in copper piping. Do not lay copper tubing on rocks or gravel.
 - F. Connections Between Pipes of Dissimilar Metals: Make with insulating unions. (Dielectric.)
 - G. Cutting of Copper Pipe: Use a cutter. Smooth sharp edges with emery cloth.
 - H. Saddles on Pipe and Bending of Pipe: Not permitted.

- I. Equipment Isolation: Provide isolation valves (gate or ball valve) and unions at piping connections to all equipment.
 - J. Concealed Piping: Conceal all piping in finished areas unless otherwise noted.
- 3.10 WELDING
- A. Quality Control: Procedures in accordance with ANSI B31.1. All welders shall have been tested and each welder's performance qualification record in accordance with ANSI B31.1 shall be maintained at job site subject to review upon request of Engineer. Welders shall be assigned symbols to be affixed at each weld.
 - B. Procedures: Use butt weld joints. Mechanically bevel pipe ends.
 - C. Electrodes: Store in dry heated area. Do not use moist or damp electrodes, or those with chips in coating.
- 3.11 VALVES
- A. Relief Valves: Install at all points required by code and where required for protection of equipment and piping. Set pressure shall be as indicated or directed. Pipe discharge to nearest floor drain where pressure cannot exceed 30 psig or to safe acceptable terminus.
 - B. Pressure Reducing Valve Assembly: Install with a strainer on inlet side and relief valve on low pressure side. Make connections to pressure reducing valve through a gate valve and a union on each side and a full-size globe valve bypass around reducing valve. Install valves so that they are easily accessible for maintenance and removal. Provide pressure gauges on both high and low pressure sides.
 - C. Backflow Preventor: Provide on make-up water line for boilers and other equipment, and comply with regulations of the Board of Water Supply or authority having jurisdiction. Install relief valve on downstream side.
 - D. Air Gaps: Distance between inlet pipe and flood level rim twice diameter of supply pipe.
 - E. Silent Check Valves: Install at discharges of pumps.
 - F. Ball and Butterfly Valves: May be used in lieu of gate valves on all services..
 - G. Expansion Tanks: Provide for heating hydronic water system to account for thermal expansion.
- 3.12 PIPING SPECIALTIES
- H. Unions: Install at final connections to equipment and on control side of all valves in mains, branches and risers.
 - I. Escutcheons: Install at all places where exposed piping passes through walls, floors or ceilings.
 - J. Equipment, Valves and Piping: Tag for identification, indicating equipment, zone and area served. Provide nameplates for access doors and removable ceiling panels to areas containing mechanical equipment, valves, etc. Submit to Engineer for approval proposed list of nameplates.
 - K. Drips and Drains for Pumps, Pans, Reliefs, Etc.: Run to drain or as noted on drawings.
 - L. Fire Protection: Fire stop pipe penetrations through fire rated walls, floors and ceilings in accordance with current Building Code.
 - M. Floor Protection: Where pipes pass through wood floor of spaces containing water heaters, water coils or other equipment containing liquids subject to leaking, caulk or sleeve and caulk around pipe and penetration and to a point 1" above finished floor to make penetration watertight.
 - N. Anchors, Alignment Guides and Expansion Joints: Provide at all building expansion joints. Install with provisions for free expansion and contraction of piping without damage to joints, hangers, equipment or building structure.
- 3.13 MECHANICAL SUPPORTING DEVICES
- A. General: Mechanical equipment and materials are not to be suspended or supported from pipe, electrical conduit, ceiling systems or any nonstructural member.
 - B. Pipe Hangers and Supports: Item selections, hanger spacings, rod diameters, and protection shields in accordance with MSS SP-69 and MSS SP-58, unless otherwise indicated. Pipes shall not be hung or supported from each other. Isolate copper water pipes from dissimilar metals; hangers, steel or aluminum studs, etc.
 - C. Install pair of hangers close to each transverse joint and elsewhere as required by spacing indicated in table on Drawings.

- D. Install upper ends of hanger securely to floor or roof construction above by method shown on Drawings.
 - E. Attach strap hangers to ducts with cadmium-plated screws. Use of pop rivets or other means will not be accepted.
 - F. Where hangers are secured to forms before concrete slabs are poured, cut off flush all nails, strap ends, and other projections after forms are removed.
 - G. Secure vertical ducts passing through floors by extending bracing angles to rest firmly on floors without loose blocking or shimming. Support vertical ducts, which do not pass through floors, by using bands bolted to walls, columns, etc. Size, spacing, and method of attachment to vertical ducts shall be same as specified for hanger bands on horizontal ducts.
 - H. Multiple Pipe Supports: Where a number of pipes have a common support, submit design criteria.
 - I. Structural Attachments: Beam clamps where possible.
 - J. Vertical Adjusting Device: Provide on all rigid hangers.
 - K. Protection Shield/Protection Saddle: Use on insulated pipe.
 - L. Risers: Provide support at tee or elbow at base of risers. Provide pipe clamp support at every floor.
 - M. Duct Hangers: Install in accordance with SMACNA Duct Construction Standards, Low Pressure or High Pressure as appropriate.
 - N. Vibration Isolations provide for all rotating machinery as described in Section 23 0548.
- 3.14 ACCESS PANELS
Requirements: When not specifically shown on architectural drawings, provide in walls, ceilings, etc., to provide adequate access for service and maintenance of concealed valves, dampers, motors, air vents or any other concealed equipment or accessories. Minimum size 12" x 12".
- 3.15 HEAD PROTECTION
Padding: Where duct angles, pipe hangers, equipment support angles, etc., are exposed in walkways or in access ways to equipment for maintenance purposes, cover all such potentially injurious protrusions less than 6'-0" above the floor with padding. Secure padding permanently and finish comparable to adjacent surfaces.
- 3.16 LUBRICATION
Requirements: Lubricate all moving parts per manufacturer's recommendation. Replace ruptured seals caused by excessive lubrication. Attach service record label with space for future service to all major equipment.
- 3.17 IDENTIFICATION
- A. Equipment Nameplates: Affix prominently on equipment except in finished areas (e.g. unit ventilators in classrooms) where nameplate shall be inside access panel.
 - B. Pipe Marking: Where pipe is exposed or accessible, install every 30 feet, at wall or partitions, and at pipe junctions. Lettering oriented to be read from below horizontal centerline. Mark all piping on project.
- 3.18 PAINTING
- A. Preparation and Application: Conform to requirements of Section 09 91 00 - PAINTING
 - B. Interior of Ductwork: Apply one coat of flat black enamel to all ductwork and lining which can be seen through grilles, registers or diffusers

END OF SECTION

SECTION 23 05 01
COMMON HVAC REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Furnish labor, materials, and equipment necessary for completion of work as described in Contract Documents.
- B. It is the intent of these specifications that the systems specified herein are to be complete and operational before being turned over to the owner. During the bidding process, the contractor is to ask questions or call to the engineer's attention any items that are not shown or may be required to make the system complete and operational. Once the project is bid and the contractor has accepted the contract, it is his responsibility to furnish and install all equipment and parts necessary to provide a complete and operational system without additional cost to the owner.
- C. Includes, But Not Limited To:
 - 1. General procedures and requirements for HVAC.
- D. Related Sections:
 - 1. Section 23 0593: Testing, Adjusting, and Balancing for HVAC.

1.3 SUBMITTALS

- A. Substitutions: By specific designation and description, standards are established for specialties and equipment. Other makes of specialties and equipment of equal quality will be considered provided such proposed substitutions are submitted to the Architect for his approval, complete with specification data showing how it meets the specifications, at least 5 working days prior to bid opening. A list of approved substitutions will be published as an addendum.
 - 1. Submit a single copy of Manufacturer's catalog data including Manufacturer's complete specification for each proposed substitution.
 - 2. The Architect or Engineer is to be the sole judge as to the quality of any material offered as an equal.
 - B. Product Data, Shop Drawings: Within 30 days after award of contract, submit a complete set of Manufacturer's catalog data for each manufactured item.
 - 1. Literature shall include enough information to show complete compliance with Contract Document requirements.
 - 2. Mark literature to indicate specific item with applicable data underlined.
 - 3. Information shall include, but not be limited to, capacities, ratings, type of material used, guarantee, and such dimensions as are necessary to check space requirements
 - 4. When accepted, submittal shall be an addition to Contract Documents and shall be in equal force. No variation shall be permitted.
 - 5. Even though the submittals have been accepted by the Engineer, it does not relieve the contractor from meeting all of the requirements of the plans and specifications and providing a complete and operational system.
 - C. Drawings of Record: One complete set of mechanical drawings shall be provided for the purpose of showing a complete picture of the work as actually installed.
 - 1. These drawings shall serve as work progress report sheets. Contractor shall make notations neat and legible therein daily as the work proceeds.
 - 2. The drawings shall be kept at the job at a secure location.
 - 3. At completion of the project these "as-built" drawings shall be signed by the Contractor, dated, and returned to the Architect.
 - D. Operating Instructions and Service Manual: The Mechanical Contractor shall prepare 2 copies, and PFF file, of an Operation and Maintenance Manual for all mechanical systems and equipment used in this project. Manuals shall be bound in hard-backed binders and the front cover and spine of each binder shall indicate the name and location of the project. Use plastic tab indexes for all sections. Provide a section for each different type of equipment item. The following items shall be included in the manual, together with any other pertinent data.
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This list is not complete and is to be used as a guide.

1. Provide a master index at the beginning of the manual showing all items included.
 2. The first section of the manual shall contain:
 - a. Names, addresses, and telephone numbers of Architect, Mechanical Engineer, Electrical Engineer, General Contractor, Plumbing Contractor, Sheet Metal Contractor, and Temperature Control Contractor.
 - b. List of Suppliers which shall include a complete list of each piece of equipment used with the name, address, and telephone number of vendor.
 - c. General Description of Systems including –
 - 1) Location of all major equipment
 - 2) Description of the various mechanical systems
 - 3) Description of operation and control of the mechanical systems
 - 4) Suggested maintenance schedule
 - d. Copy of contractor's written warranty
 3. Provide a copy of approved submittal literature for each piece of equipment.
 4. Provide maintenance and operation literature published by the manufacturer for each piece of equipment which includes: oiling, lubrication and greasing data; belt sizes, types and lengths; wiring diagrams; step-by-step procedure to follow in putting each piece of mechanical equipment in operation.
 5. Include parts numbers of all replaceable items.
 6. Provide control diagram and operation sequence, along with labeling of control piping and instruments to match diagram.
 7. Include a valve chart indicating valve locations.
- E. Include air balance and/or water balance reports.
- 1.4 SUBMITTALS FOR COMMON HVAC REQUIREMENTS
- A. Quality Assurance / Control:
1. Manufacturer's installation manuals providing detailed instructions on assembly, joint sealing, and system pressure testing for leaks.
 2. Specification data on sealer and gauze proposed for sealing ductwork.
- B. Include air balance and/or water balance reports.
- 1.5 SUBMITTALS FOR COMMON HVAC REQUIREMENTS
- A. Quality Assurance / Control:
1. Manufacturer's installation manuals providing detailed instructions on assembly, joint sealing, and system pressure testing for leaks.
 2. Specification data on sealer and gauze proposed for sealing ductwork.
- B. Quality Assurance
1. Requirements: Construction details not specifically called out in Contract Documents shall conform to applicable requirements of SMACNA HVAC Duct Construction Standards.
 2. Pre-Installation Conference: Schedule conference immediately before installation of ductwork.
- 1.6 QUALITY ASSURANCE
- A. Requirements of Regulatory Agencies:
1. Perform work in accordance with applicable provisions of local and state Plumbing Code, Gas Ordinances, and adoptions thereof. Provide materials and labor necessary to comply with rules, regulations, and ordinances.
 2. In case of differences between building codes, state laws, local ordinances, utility company regulations, and Contract Documents, the most stringent shall govern. Promptly notify Architect in writing of such differences.
- B. Applicable Specifications: Referenced specifications, standards, and publications shall be of the issues in effect on date of Advertisement for Bid.
1. "Heating, Ventilating and Air Conditioning Guide" published by the American Society of Heating, Refrigeration and Air Conditioning Engineers.
 2. "Engineering Standards" published by the Heating, Piping, and Air Conditioning

- Contractors National Association.
3. "2019 California Building Code", "2019 California Mechanical Code", "2019 California Plumbing Code", "2019 California Fire Code" and "2019 California Energy Code" as published by the California Building Standards Code.
 4. "National Electrical Code" as published by the National Fire Protection Association.
- C. Identification: Motor and equipment name plates as well as applicable UL and AGA labels shall be in place when Project is turned over to Owner.
- 1.7 INSPECTIONS AND PERMITS
- A. Contractor shall pay for permits, fees, or charges for inspection or other services. Local and state codes and ordinances must be properly executed without expense to Owner and are considered as minimum requirements. Local and state codes and ordinances do not relieve the Contractor from work shown that exceeds minimum requirements.
- 1.8 ADDITIONAL WORK:
- A. Design is based on equipment as described in the drawing equipment schedule. Any change in foundation bases, electrical wiring, conduit connections, piping, controls and openings required by alternate equipment submitted and approved shall be paid for by this division. All work shall be in accordance with the requirements of the applicable sections.

PART 2 - PRODUCTS FOR COMMON HVAC REQUIREMENTS

- A. Finishes, Where Applicable: Colors as selected by Architect.
- B. Duct Hangers:
1. One inch 25 mm by 18 ga 1.27 mm galvanized steel straps or steel rods as shown on Drawings, and spaced not more than 96 inches 2 400 mm apart. Do not use wire hangers.
 2. Attaching screws at trusses shall be 2 inch 50 mm No. 10 round head wood screws. Nails not allowed.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Inspection:
1. Examine premises and understand the conditions which may affect performance of work of this Division before submitting proposals for this work.
 2. No subsequent allowance for time or money will be considered for any consequence related to failure to examine site conditions.
- B. Drawings:
1. Mechanical drawings show general arrangement of piping, ductwork, equipment, etc, and do not attempt to show complete details of building construction which affect installation. This Contractor shall refer to architectural, structural, and electrical drawings for additional building detail which affect installation of his work.
 - a. Follow mechanical drawings as closely as actual building construction and work of other trades will permit.
 - b. No extra payments will be allowed where piping and/or ductwork must be offset to avoid other work or where minor changes are necessary to facilitate installation.
 - c. Everything shown on the mechanical drawings shall be the responsibility of Mechanical Contractor unless specifically noted otherwise.
 2. Consider architectural and structural drawings part of this work insofar as these drawings furnish information relating to design and construction of building. These drawings take precedence over mechanical drawings.
 3. Because of small scale of mechanical drawings, it is not possible to indicate all offsets, fittings, and accessories which may be required. Investigate structural and finish conditions affecting this work and arrange work accordingly, providing such fittings, valves, and accessories required to meet conditions. Do not scale drawings for locations of equipment or piping. Refer to large scale dimensioned drawings for exact locations.
- C. Insure that items to be furnished fit space available. Make necessary field measurements to ascertain space requirements including those for connections and furnish and install
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equipment of size and shape so final installation shall suit true intent and meaning of Contract Documents.

1. If approval is received to use other than specified items, responsibility for specified capacities and insuring that items to be furnished will fit space available lies with this Division.
2. If non-specified equipment is used and it will not fit job site conditions, this Contractor assumes responsibility for replacement with items named in Contract Documents.

3.2 PREPARATION

- A. Cut carefully to minimize necessity for repairs to existing work. Do not cut beams, columns, or trusses.
 1. Patch and repair walls, floors, ceilings, and roofs with materials of same quality and appearance as adjacent surfaces unless otherwise shown. Surface finishes shall exactly match existing finishes of same materials.
 2. Each Section of this Division shall bear expense of cutting, patching, repairing, and replacing of work of other Sections required because of its fault, error, tardiness, or because of damage done by it.
 3. Cutting, patching, repairing, and replacing pavements, sidewalks, roads, and curbs to permit installation of work of this Division is responsibility of Section installing work.

3.3 INSTALLATION

- A. Arrange pipes, ducts, and equipment to permit ready access to valves, unions, traps, starters, motors, control components, and to clear openings of doors and access panels.

3.4 STORAGE AND PROTECTION OF MATERIALS:

- A. Provide storage space for storage of materials and assume complete responsibility for losses due to any cause whatsoever. Storage shall not interfere with traffic conditions in any public thoroughfare.
- B. Protect completed work, work underway, and materials against loss or damage.
- C. Close pipe openings with caps or plugs during installation. Cover fixtures and equipment and protect against dirt, or injury caused by water, chemical, or mechanical accident.

3.5 COOPERATION

- A. Cooperate with other crafts in coordination of work. Promptly respond when notified that construction is ready for installation of work under Division 23000. Contractor will be held responsible for any delays which might be caused by his negligence or failure to cooperate with the other Contractors or crafts.

3.6 SUPERVISION

- A. Provide a competent superintendent shall be in charge of the work at all times. Anyone found incompetent shall be removed at once and replaced by someone satisfactory, when requested by the Architect.

3.7 CLEANING EQUIPMENT AND PREMISES

- A. Properly lubricate equipment before Owner's acceptance.
- B. Clean exposed piping, ductwork, equipment, and fixtures. Repair damaged finishes and leave everything in working order.
- C. Remove stickers from fixtures and adjust valves.
- D. At date of Substantial Completion, air filters shall be new, clean, and approved by Owner's representative.
- E. Trap elements shall be removed during cleaning and flushing period. Replace trap elements and adjust after cleaning and flushing period.

3.8 TESTS

- A. No piping work, fixtures, or equipment shall be concealed or covered until they have been inspected and approved by the inspector. Notify inspector when the work is ready for inspection.
- B. All work shall be completely installed, tested as required by Contract Documents and the city and county ordinances and shall be leak-tight before the inspection is requested.
- C. Tests shall be repeated to the satisfaction of those making the inspections.

3.9 WARRANTY

- A. Contractor shall guarantee work under Division 23 to be free from inherent defects for a period of one year from acceptance.
 1. Contractor shall repair, revise or replace any and all such leaks, failure or

inoperativeness due to defective work, materials, or parts free of charge for a period of one year from final acceptance, provided such defect is not due to carelessness in operation or maintenance.

2. In addition, the Contractor shall furnish all refrigeration emergency repairs, emergency service and all refrigerant required due to defective workmanship, materials, or parts for a period of one year from final acceptance at no cost to the Owner, provided such repairs, service and refrigerant are not caused by lack of proper operation and maintenance.

- B. In addition to warrantee specified in General Conditions, heating and cooling systems are to be free from noise in operation that may develop from failure to construct system in accordance with Contract Documents.

3.10 SYSTEM START-UP, OWNER'S INSTRUCTIONS

A. Off-Season Start-up

1. If Substantial Completion inspection occurs during heating season, schedule spring start-up of cooling systems. If inspection occurs during cooling season, schedule autumn start-up for heating systems.
2. Notify Owner 7 days minimum before scheduled start-up.
3. Time will be allowed to completely service, test, check, and off-season start systems. During allowed time, train Owner's representatives in operation and maintenance of system.
4. At end of off-season start-up, furnish Owner with letter confirming that above work has been satisfactorily completed.

B. Owner's Instructions

1. Instruct building maintenance personnel and Owner Representative in operation and maintenance of mechanical systems utilizing Operation & Maintenance Manual when so doing.
2. Minimum instruction period shall be as follows –
 - a. Mechanical - One hour.
3. Instruction period shall occur after Substantial Completion inspection when systems are properly working and before final payment is made.

3.11 PROTECTION

- A. Do not run heat pump, air handling units, fan coil units, energy recovery units, VAV boxes or other pieces of equipment used for moving supply air without proper air filters installed properly in system.

- B. The mechanical systems are not designed to be used for temporary construction heat. If any equipment is to be started prior to testing and substantial completion, such equipment will be returned to new condition with full one year warranties, from date of substantial completion after any construction use. This includes, but is not necessarily limited to: Equipment, filters, ductwork, fixtures, etc.

3.12 COMMON HVAC REQUIREMENTS:

A. INSTALLATION

1. During installation, protect open ends of ducts by covering with plastic sheet tied in place to prevent entrance of debris and dirt.
2. Make necessary allowances and provisions in installation of sheet metal ducts for structural conditions of building. Revisions in layout and configuration may be allowed, with prior written approval of Architect. Maintain required airflows in suggesting revisions.
3. Hangers And Supports:
 - a. Install pair of hangers close to each transverse joint and elsewhere as required by spacing indicated in table on Drawings.
 - b. Install upper ends of hanger securely to floor or roof construction above by method shown on Drawings.
 - c. Attach strap hangers to ducts with cadmium-plated screws. Use of poprivets or other means will not be accepted.
 - d. Where hangers are secured to forms before concrete slabs are poured, cut off flush all nails, strap ends, and other projections after forms are removed.
 - e. Secure vertical ducts passing through floors by extending bracing angles to rest

firmly on floors without loose blocking or shimming. Support vertical ducts, which do not pass through floors, by using bands bolted to walls, columns, etc. Size, spacing, and method of attachment to vertical ducts shall be same as specified for hanger bands on horizontal ducts.

B. CLEANING

1. Clean interior of duct systems before final completion.

END OF SECTION 23 0501

SECTION 23 05 53
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Provisions of Contract, including General and Supplementary Conditions and Section 23 05 01 apply to this Section.

1.2 SUMMARY

- A. Furnish and install identification of equipment and piping as described in Contract Documents.
- B. Mechanical Contractor shall touch-up equipment where factory paint has been damaged. Repaint entire item where more than 20 percent of the surface is involved.
- C. Primary painting of walls, ceilings, ductwork, piping and plenums is covered in the general painting section of these Contract Documents.

PART 2 - PRODUCTS

2.1 PAINT

- A. Benjamin Moore Impervo or equivalent by Paint Manufacturer approved in Section 09 90 00.
- B. Use appropriate primer.

2.2 LABELS

- A. Black Formica with white reveal on engraving.

2.3 CODED BANDS

- A. Using colored bands and arrows to indicate supply and return, with colored reflective tape, color code all piping installed in this contract at not more than 20-foot intervals, at equipment, at walls, etc., in accordance with ANSI Standards.
- B. Approved Manufacturers:
 - 1. Seton
 - 2. Craftmark

2.4 PIPE IDENTIFICATION

- A. In addition to the colored bands, stencil with black paint in 1/2 inch high letters a symbol and directional arrow for all fluids handled or use Seaton coded and colored pipe markers and arrows to meet ANSI Standards.

2.5 EQUIPMENT IDENTIFICATION

- A. Provide an engraved plastic plate for each piece of equipment stating the name of the item, symbol number, area served, and capacity. Label all control components with plastic embossed mechanically attached labels. Sample:
 - 1. Exhaust Fan EF-1 – Restrooms
 - 2. 780 CFM @ 0.63"wc"

2.6 VALVE IDENTIFICATION

- A. Make a list of and tag all valves installed in this work.
 - 1. Valve tags shall be of brass, not less than 1"x2" size, hung with brass chains.
 - 2. Tag shall indicate plumbing or heating service.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Engraved Plates:
 - 1. Identify thermostats and control panels in mechanical rooms, boilers and hot water heating specialties, duct furnaces, air handling units, VAV units and condensing units with following data engraved and fastened to equipment with screws—
 - a. Equipment mark noted on Drawings (i.e., SF-1)
 - b. Area served (i.e., Meeting Room #217)
 - c. Capacity (1,400 CFM Max / 420 CFM Min)
 - B. Stenciling:
 - 1. Locate identifying legends and directional arrows at following points on each piping system –
 - a. Adjacent to each item of equipment and special fitting.
-

- b. At point of entry and exit where piping goes through wall.
- c. On each riser and junction.
- d. Every 50 feet on long continuous lines.
- 2. Hydronic Piping, Gas, & Valve Identification –
 - a. Identify specific pipe contents by stenciling pipe with written legend and placing of arrows to indicate direction of flow.

C. Painting:

- 1. Background Color - Provide by continuous painting of piping.

Symbol	Name	Color
NG	Natural Gas	Yellow
HPS	Heat Pump Supply	Green
HPR	Heat Pump Return	Green
HHWS	Heating Hot Water Supply	Green
HHWR	Heating Hot Water Return	Green

- 2. Identification stenciling and flow arrows shall be following colors for proper contrast:

<u>Arrows & ID Stenciling</u>	<u>Color Shade of Pipe</u>
White	Red, Grays, & black
Black	Yellows, Oranges, Greens, & White

END OF SECTION

SECTION 23 0593 –
TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERA

1.1 RELATED DOCUMENTS

- A. Division 23 – Common HVAC Requirements and Basic Mechanical Materials and Methods Sections apply to work of this section.

1.2 SUMMARY SCOPE

- A. This Section includes TAB to produce design objectives for the following:
 - 1. Heating hot water boiler and distribution system.

1.3 SUBMITTALS

- A. Agency Data:
 - 1. Submit proof that the proposed testing, adjusting, and balancing agency meets the qualifications specified below. The firm or individuals performing the work herein specified may not be the installing firm.
- B. Engineer and Technicians Data:
 - 1. Submit proof that the Test and Balance Engineer assigned to supervise the procedures, and the technicians proposed to perform the procedures meet the qualifications specified below.
- C. Procedures and Agenda: Submit a synopsis of the testing, adjusting, and balancing procedures and agenda proposed to be used for this project.
- D. Sample Forms: Submit sample forms, if other than those standard forms prepared by the AABC or NEBB are proposed.
- E. Certified Reports: Submit testing, adjusting, and balancing reports bearing the seal and signature of the Test and Balance Engineer. The reports shall be certified proof that the systems have been tested, adjusted, and balanced in accordance with the referenced standards; are an accurate representation of how the systems have been installed; are a true representation of how the systems are operating at the completion of the testing, adjusting, and balancing procedures; and are an accurate record of all final quantities measured, to establish normal operating values of the systems. Follow the procedures and format specified below.
 - 1. Final Report: Prepare final reports, type written, and organized and formatted as specified below. Submit 4 complete sets of final reports.
 - 2. Report Format: Report forms shall be those standard forms prepared by the referenced standard for each respective item and system to be tested, adjusted, and balanced. Bind report forms complete with schematic systems diagrams and other data. Divide the contents of the binder into the below listed divisions, separated by divider tabs:
 - a. General Information and Summary
 - b. Air Systems
 - c. Temperature Control System Verification.
- F. Report Contents: Provide the following minimum information, forms, and data:
 - 1. General information and Summary: Inside cover sheet to identify testing, adjusting, balancing agency, Contractor, Owner, Engineer, and Project. Include addresses and contact names and telephone numbers. Also include a certification sheet containing the seal and name, address, telephone number, and signature of the Certified Test and Balance Engineer. Include in this division a listing of the instrumentation used for the procedures along with the instrument calibration sheet.
 - 2. The remainder of the report shall contain the appropriate forms containing as a minimum, the information indicated on the standard report forms prepared by the AABC or NEBB, for each respective item and system. Prepare a schematic diagram for each item of equipment and system to accompany each respective report form. The report shall contain the following information, and all other data resulting from the testing,

adjusting, and balancing work:

- a. All nameplate and specification data for all air handling equipment and motors.
- b. Actual metered running amperage for each phase of each motor on all pumps and air handling equipment.
- c. Actual metered voltage at air handling equipment (phase-to-phase for all phases).

G. Calibration Reports:

1. Submit proof that all required instrumentation has been calibrated to tolerances specified in the referenced standards, within a period of six months prior to starting the project.

1.4 CERTIFICATION

A. Agency Qualifications:

1. Employ the services of a certified testing, adjusting, and balancing agency meeting the qualifications specified below, to be the single source of responsibility to test, adjust, and balance the building mechanical systems identified above, to produce the design objectives. Services shall include checking installations for conformity to design, measurement, and establishment of the fluid quantities of the mechanical systems as required to meet design specifications, recording and reporting the results, and operation of all systems to demonstrate satisfactory performance to the owner.
2. The testing, adjusting, and balancing agency certified by National Environmental Balancing Bureau (NEBB) or Associated Air Balance Council (AABC) in those testing and balancing disciplines required for this project, and having at least one person certified by NEBB or AABC as a Test and Balance supervisor, and a registered professional mechanical engineer, licensed in the state where the work will be performed.

B. Codes and Standard:

1. NEBB: "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems."
2. AABC: "National Standards for Total System Balance."

1.5 PROJECT CONDITIONS

- A. Systems Operation: Systems shall be fully operation and clean prior to beginning procedures.

1.6 SEQUENCING AND SCHEDULING

- A. Test, adjust, and balance the air systems before hydronic, and refrigerant systems within +10% to -5% of contract requirements.
- B. The report shall be approved by the Engineer. Test and balance shall be performed prior to substantial completion.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 PRELIMINARY PROCEDURES FOR AIR SYSTEM BALANCING

- A. Before operating the system, perform these steps.

1. Obtain design drawings and specifications and become thoroughly acquainted with the design intent.
2. Compare design to installed equipment and field installations.
3. Check dampers (both volume and fire) for correct and locked position.
4. Check automatic operating and safety controls and devices to determine that they are properly connected, functioning, and at proper operating setpoint

5. Prepare schematic diagrams of system "As-Built" piping layouts to facilitate reporting.
6. Lubricate all motors and bearings.

3.2 MEASUREMENTS

- A. Provide all required instrumentation to obtain proper measurements, calibrated to the tolerances specified in the referenced standards. Instruments shall be properly maintained and protected against damage.
- B. Provide instruments meeting the specifications of the referenced standards.
- C. Use only those instruments which have the maximum field measuring accuracy and are best suited to the function being measured.
- D. Apply instrument as recommended by the manufacturer.
- E. Use instruments with minimum scale and maximum subdivisions and with scale ranges proper for the value being measured.
- F. When averaging values, take a sufficient quantity of readings which will result in a repeatability error of less than 5%. When measuring a single point, repeat readings until 2 consecutive identical values are obtained.
- G. Take all readings with the eye at the level of the indicated value to prevent parallax.
- H. Take measurements in the system where best suited to the task.

3.3 PERFORMING TESTING, ADJUSTING, AND BALANCING

- A. Perform testing and balancing procedures on each system identified, in accordance with the detailed procedures outlined in the referenced standards. Balancing of the air systems and hydronic systems shall be achieved by adjusting the automatic controls, balancing valves, dampers, air terminal devices, and the fan/motor drives within each system.
- B. Cut insulation for installation of test probes to the minimum extent necessary to allow adequate performance of procedures.
- C. Patch insulation using materials identical to those removed.
- D. Seal insulation to re-establish integrity of the vapor barrier.
- E. Adjust timing relays of environmental equipment motor reduced voltage starters to the optimum time period for the motor to come up to the maximum reduced voltage speed and then transition to the full voltage speed to prevent damage to motor, and to limit starting current spike to the lowest possible and practical.
- F. Mark equipment settings, valve indicators, and similar controls and devices, to show final settings. Mark with paint or other suitable, permanent identification materials.
- G. Retest, adjust, and balance systems subsequent to significant system modifications, and resubmit test results.

3.4 RECORD AND REPORT DATA

- A. Record all data obtained during testing, adjusting, and balancing in accordance with, and on the forms recommended by the referenced standards, and as approved on the sample report forms.
- B. Prepare report of recommendations for correcting unsatisfactory mechanical performances when system cannot be successfully balanced.
- C. Report shall be certified and stamped by a registered professional mechanical engineer employed by the agency and licensed in the state where the work will be performed.

END OF SECTION