

BERRYESSA UNION SCHOOL DISTRICT

**REQUEST FOR QUALIFICATIONS
TO PROVIDE DESIGN-BUILD SERVICES**

FOR

**PIEDMONT MIDDLE SCHOOL
NEW MODULAR GYMNASIUM PROJECT**

**STATEMENTS OF QUALIFICATIONS
WILL BE RECEIVED AT THE OFFICE OF:**

**BERRYESSA UNION SCHOOL DISTRICT
1376 PIEDMONT RD.
SAN JOSE, CA 95132
ATTN: BONNY GREGORIUS**

DUE DATE:

June 7, 2022 BEFORE 2:00 P.M.

RFQ-01-2022-23
REQUEST FOR QUALIFICATIONS
TO
PROVIDE DESIGN-BUILD SERVICES

RECEIPT OF STATEMENTS OF QUALIFICATIONS. Sealed statements of qualifications and one electronic copy will be received at the office of the:

BERRYESSA UNION SCHOOL DISTRICT
PURCHASING DEPARTMENT
1376 PIEDMONT ROAD
SAN JOSE, CA 95132
ATTN: BONNY GREGORIUS

DUE: JUNE 7, 2022 BEFORE 2:00PM.

BASIC SCOPE AND NEEDS OF THE PROJECT: Pursuant to Education Code sections 17250.10 et seq., the Berryessa Union School District seeks a design-build entity to produce final designs for, and construct, the New Modular Gymnasium building at the Piedmont Middle School Project, at 955 Piedmont Road, San Jose, California 95132 (the “Project”). The Project will be constructed on the west side portion of the campus, as set forth in the attached Exhibit A. The Project will be a Modular Gymnasium building. See Exhibit A for the project description and scope of work. As set forth herein, the design-build entity will be responsible for the final design and transmission of their final design to the Division of the State Architect (“DSA”), and for obtaining final DSA approval. No construction work shall be performed until the design-build entity receives written approval of the plans, as to the safety of design and construction, from the DSA.

DESIGN-BUILD ENTITY PREQUALIFICATION: From the design-build entities that submit statements of qualifications, the District will determine which entities shall be prequalified, or short-listed, for this Project. **Only design-build entities that are prequalified or short-listed pursuant to Education Code section 17250.25 will be allowed to submit bids or proposals.**

A design-build entity will not be eligible to be prequalified or short-listed if the entity, or any consultant or contractor to the entity, participated in the preparation of this Request for Qualifications or the Request for Bids or Proposals (including the District’s requirements for the design [the “Design Requirements” or “Bridging Documents”]) for the Project.

Any statement of qualifications submitted for this Project must use the template attached to this Request for Qualifications as Exhibit B, and must be certified under penalty of perjury by the design-build entity and its general partners or joint venture members.

The following non-price-related factors will be considered by the District when evaluating qualifications: Technical design and construction expertise, acceptability of safety record,

possession of valid design professional and contractor licenses (including a Class “B” California contractor license), and current California Architectural license.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the District that **the design-build entity and its subcontractors at every tier will use a skilled and trained workforce** to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, pursuant to Education Code section 17250.25(c).

EXPECTED COST RANGE OF THE PROJECT: The District expects a price in the range of \$4,900,000.00 to \$5,300,000.00 for this Project.

PROJECT ADMINISTRATION: All questions relative to this Project shall be directed to the following District representative. No telephone calls will be accepted; submit letter or email questions only. Last day for questions is June 2, 2022.

Berryessa Union School District
Attn: Bonny Gregorius – Purchasing and Contracts Manager
1376 Piedmont Rd.
San Jose, CA 95132
Email: bgregorius@busd.net

Phone 408-923-1871; Fax 408-926-8329

EVALUATION OF PROPOSALS, AND SELECTION OF THE DESIGN-BUILD ENTITY:

Best value will be the methodology used to evaluate the proposals and select the design-build entity that will receive award of the contract. The procedures for the evaluation of the proposals for best value may include requests for additional information or revisions to proposals, discussions, interviews, and negotiations. More detail about the best value process will be included in the Request for Proposals.

The schedule for selection of the design-build entity will be as follows:

Mandatory Prequalification Conference and Site Walk	May 19, 2022
Submission of Statements of Qualifications due date	June 7, 2022
District gives notice of its decision regarding prequalification	June 9, 2022
District issues Request for Bids or Proposals	June 10, 2022
Last day for design-build entities to submit questions	June 24, 2022
Last day for District to respond to questions	June 29, 2022
RFP proposals due	July 12, 2022
Interviews if needed (save the date)	July 14, 2022
District Board awards the contract	August 2, 2022

ATTACHMENTS TO THIS REQUEST FOR QUALIFICATIONS

1. Exhibit A Scope of Work
2. Exhibit B Statement of Qualifications
3. Certification and Signature Page
4. Piedmont Gym DD Plans
5. Piedmont Gym Technical Specifications
6. Owner – DBE Agreement
7. General Conditions

EXHIBIT A

DESCRIPTION OF DESIGN-BUILD SCOPE

Project Description

Provide final design, submission to and approval of The Division of the State Architect (DSA) and construction of a +/-7,642sf gross gymnasium based on a 12' wide structural grid +/-70'x108' and shall include the following spaces:

1. Gymnasium space to house a set of bleachers, basketball court with retractable hoops on a main court and (4) sets of hoops on the side courts and a volleyball court.
2. Boys and girls restrooms and a single all-gender restroom.
3. Large storage room with ladder access to the roof.
4. Janitor closet with sink and hot water heater.
5. Electrical room.
6. Fire riser room. Building shall have a fire sprinkler system.

In addition, provide the following elements:

1. Concrete slab on grade with perimeter footings. No crawl space allowed.
2. Metal or wood stud wall framing.
3. Exterior walls shall be cement plaster with metal siding accent.
4. Interior walls shall be gypsum board and impact resistant gypsum board.
5. Windows as shown on the drawings.
6. Roof structure to be metal or wood.
7. The gymnasium ceiling shall have a high volume due to the nature of the space.
8. Metal roof system over gymnasium and TPO or PVC over the lower roof.
9. Entry canopy structure.
10. Roof top mechanical units to serve the gymnasium and other required spaces to comply with the code.
11. Flooring, wall and ceiling material shall vary per space, refer to plans and specifications.
12. Provide, install and terminate all line voltage conductors, low voltage cabling / data at the existing MSB and MDF and at the new building electrical panels and IDF. DBE will provide trenching, conduits and patch-back from the existing inground pull boxes for electrical & data. Raceways, conduits from MSB and the MDF are will be installed by others.
13. Provide final connection (within 5 ft. of the building) of all utilities (SS, SD, DW).

The mechanical, electrical and plumbing systems shall be provided to meet all code requirements and the functional requirement of the building and the design intent as shown on the drawings and specifications. The structural system shall be provided to meet all code requirements.

See the attached plans and specification for additional information.

Items/Work not included in this project:

1. Conduits & raceways for line voltage & low voltage to inground pull boxes.
2. Site work outside the building footprint including fire access lane, fire hydrants & fire line, hardscape (AC & PCC), landscaping, fencing and site furnishings.
3. Demolition of building L and the adjacent baseball field backstop, dugouts and fencing.

EXHIBIT B

STATEMENT OF QUALIFICATIONS

Important Instructions:

“You” or “your” refers to the proposing design-build entity.

For *every* question below, if you are a partnership or joint venture, you must provide *separate answers* for each of your partners or members. If a partner in a partnership or member of a joint venture believes that a question does not apply to it (e.g., a question about past liability for liquidated damages to an architect), the partner or member may explain why he/she believes that the question is not applicable to it. Questions of applicability will be determined by the District in its sole discretion.

A. General Information

1. Firm Name _____

Date: _____ Fed I.D. # _____

License # _____ DIR License # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Email Address: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501 C3 _____ Corporation
 _____ other (please explain: _____)

2. List all of your shareholders, partners, or members known at the time of this Statement of Qualifications who will perform work on the Project:

Name	Position

3. Attach to this Statement of Qualifications a copy of the organizational documents or agreement committing to form your design-build entity.

B. History and Ownership of Firm

1. How many years have you been in business in California under your present business name and license number? _____ years
2. Has there been any change in your ownership at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question; please indicate “N/A – Publicly traded corporation.”

Yes No

If yes, please provide details on a separate signed page.

3. Are you a subsidiary, parent, holding company or affiliate of another firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another.

Yes No

If yes, please provide details on a separate signed page.

4. Please provide the information appropriate to your form of entity.

a. For Firms That Are Corporations

Date incorporated: _____

Under the laws of what state: _____

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Company	% Ownership

Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Name	Construction Firm	Dates of Person's Participation with Firm

b. For Firms That Are Partnerships

Date of formation: _____

Under the laws of what state: _____

Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Company	% Ownership

Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Name	Construction Company	Dates of Person’s Participation with Company

c. For Firms That Are Sole Proprietorships

Date of commencement of business: _____

Social security number of company owner: _____

Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Name	Construction Company	Dates of Person’s Participation with Company

d. For Firms That Are a Joint Venture

Date of commencement of joint venture: _____

Provide all of the following information for **each** firm that is a member of the joint venture:

Name of firm	% Ownership of Joint Venture

On a separate sheet provide all other pertinent information required in Sections 8.4.a-c, above, for **each** corporation, partnership or sole-proprietorship that is a member of the joint venture.

5. State your gross revenues for each of the last three fiscal years:

Current year: _____

Previous year: _____

Year prior to previous year: _____

6. State the number of projects you have completed in each of the last three fiscal years:

Current year: _____

Previous year: _____

Year prior to previous year: _____

7. Have you changed names or license numbers in the past five years?

Yes No

If yes, explain on a separate signed page, including the reason for the change.

C. Bonds and Insurance

1. Name of bonding company/surety that will provide all bonds, including payment and performance bonds, for you on the Project: _____

Name of surety agent, address and telephone number: _____

Please attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

2. List all other sureties (name and full address) that have written bonds for you during the last five years, including the dates during which each wrote the bonds:

3. For all insurance that will be provided for the Project (including CGL, auto, errors and omissions, and builder's risk), list the agent (including company name, address, telephone, and fax number) and insurance company that will provide the required insurance on this contract:

AGENT: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: (____) _____ FAX: (____) _____

INSURANCE COMPANY: _____

D. Financial Information

1. Attach the most current audited year-end financial statement for you which must have been prepared by a certified public accountant within twelve (12) months of submission of this statement of qualifications. Also, please provide the most current financial statement for you which must have been prepared within three (3) months of submission of this statement of qualifications. These statements must ensure that you have the capacity to complete the Project.

2. Name of accounting firm and primary contact: _____

Address: _____

Telephone: _____

How many years has this accounting firm prepared financial statements for you? _____

3. Banking information:

Name of Bank: _____
Account Manager: _____
Address: _____

Telephone: _____
Account No.: _____
Line of Credit: _____
Amount in Use: _____
How Secured: _____
Expiration Date: _____

(attach extra sheets for additional banks/accounts)

E. Licenses

1. List all California design professional and contractor licenses held by you, including license numbers, classifications, and expiration dates. If the license is held in the name of a corporation, partnership, or joint venture, also list the names of the qualifying individual(s) listed who meet(s) the experience and examination requirements for each license.

2. List all California design professional and contractor licenses held by individuals or entities that you will be hiring as subconsultants or subcontractors for the Project, including license numbers, classifications, and expiration dates. If the license is held in the name of a corporation or partnership, also list the names of the qualifying individual(s) listed who meet(s) the experience and examination requirements for each license.

<u>Consultant</u>	<u>License #</u>	<u>Exp. Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Will you have every design professional, contractor, and license necessary to legally perform its duties and obligations for the Project, including design and construction?

Yes No

If “no,” explain here or on a separate page.

4. Did you participate, or will you be retaining a consultant or contractor that participated, in the preparation of the Request for Qualifications or the Request for Bids or Proposals (including the bridging documents) for the Project?

Yes No

NOTE: If the answer is “yes,” then you will not be prequalified or short-listed for the Project.

F. Recent Projects Completed

Please provide the information requested below about all of your current public works projects, public works projects completed in the last two years, and DSA-approved California K-12 public works projects completed in the last three years. Include all projects, whether using design-build, design-bid-build, lease-leaseback, or other delivery methods, and whether providing design or construction services. Names and references must be current and verifiable.

Use separate sheets of paper that contain all of the following information for each public works project:

Project Name: _____
Location: _____
Owner: _____
Owner Contact (name and current phone number): _____
Architect Engineering Firm: _____
Lead Architect or Engineer: _____
Architect or Engineer Contact (name and current phone number): _____
Contractor: _____
Contractor Contact (name and current phone number): _____
Construction Manager (name and current phone number): _____
Inspector of Record (name and current phone number): _____
Description of Project, Scope of Work Performed: _____
Total Value of Construction (including change orders): _____
Date Construction Commenced: _____
Original Contractual Completion Deadline: _____
Adjusted Completion Deadline Based on Time Extensions Granted by Owner: _____
Actual Date of Completion: _____
Architect or Engineer: _____
General Contractor's Project Manager (lead contact in office): _____
General Contractor's Superintendent (lead contact on project site): _____

G. Apprenticeship Program Information

1. Provide the name, address and telephone number of the apprenticeship program sponsor(s) (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for the Project.

2. If you operate your own State-approved apprenticeship program:
 - (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

- (c) State the number of individuals who were employed by you as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by you.

H. Design Qualifications

1. Do you possess a valid and current California architectural or engineering license for the Project?

Yes No

State the license number(s): _____

2. For what design specialties will you be hiring subconsultants?

3. Identify and describe all projects in the last 5 years that you have designed which are similar to the Project (other than those listed in response to Section F, above).

4. Identify the proposed key personnel that will perform the design services necessary for the Project.

5. For each person identified in response to the previous question, list evidence that he/she (a) has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, and complexity as the Project; and (b) has sufficient experience and training to competently manage and complete the construction of the Project.

6. Has your license, or any credential or registration, ever been revoked or suspended at any time in the last five years, even if later reinstated retroactively?

Yes No

I. Construction Qualifications

1. Do you possess a valid and current **Class B** California contractor's license, which is required for the Project?

Yes No

If yes, identify the holder of the license and the license number.

2. For what construction specialties will you be hiring subcontractors?

3. Identify and describe all projects in the last 5 years that you have constructed which are similar to the Project (other than those listed in response to Section F, above).

4. Identify the proposed key personnel that will perform the construction services necessary for the Project.

5. For each person identified in response to the previous question, list evidence that he/she (a) has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, and complexity as the Project; and (b) has sufficient experience and training to competently manage and complete the construction of the Project.

6. Do you have a liability insurance policy with a policy limit of at least \$3,000,000 per occurrence and \$5,000,000 aggregate?

Yes **No**

7. Do you have current workers' compensation insurance policy as required by the Labor Code or are you legally self-insured pursuant to Labor Code section 3700 et seq.?

Yes **No**

Contractor is exempt from this requirement, because it has no employees.

8. Have you completed at least two California public school K-12 construction projects, subject to DSA approval?

Yes **No**

9. Are you currently registered with the Department of Industrial Relations and qualified to submit a bid or proposal and to otherwise perform work on a public project pursuant to Section 1725.5 of the Labor Code?

Yes **No**

10. Has your contractor's license, or any credential or registration, ever been revoked or suspended at any time in the last five years, even if later reinstated retroactively?

Yes **No**

11. At the time of submitting this form, are you ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If yes, state the beginning and ending dates of your ineligibility to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract:

12. Are you currently the debtor in a bankruptcy or receivership case?

Yes No

If yes, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

13. Has a surety firm completed a contract on your behalf, or paid for completion of a contract because you were terminated by the project owner within the last five (5) years?

Yes No

14. Have you, or any of your owners, officers, partners, or members, ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If yes, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Have you, or any of your owners, officers, partners, or members ever been convicted of a crime involving any federal, state, or local law related to design or construction?

Yes No

16. Have you or any of your owners, officers, partners, or members ever been convicted of a federal or state crime of fraud, theft, or any act of dishonesty?

Yes No

If yes, identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

J. Financial History & Licensing

1. Were you in bankruptcy or receivership any time during the last five years?

Yes No

If yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

2. Has any license held by you, or held by its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO), been suspended within the last five years?

Yes No

K. Disputes

1. At any time in the last five years, have liquidated damages been assessed or levied against you under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed or levied by the owner, amount of liquidated damages paid or credited by you to the owner, and all other information necessary to fully explain the assessment or levy of liquidated damages.

2. In the last five years have you, or any firm with which any of your company's owners, officers, partners, or members was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 4 on Part I of this form.

Yes No

If yes, explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years, have you been denied an award of a public works contract based on a finding by a public agency that you were not a responsible bidder?

Yes No

If yes, explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between you and the owner of a project. You need not include information about disputes between you and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

4. In the past five years, has any claim by a project owner (including a complaint) against you concerning your design or construction work on a project been filed in court or been the subject of arbitration?

Yes No

If yes, on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five years, have you filed any claim (including a complaint) in court or arbitration against a project owner concerning work on a project or payment for a contract?

Yes No

If yes, on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. Have you had a contract for a public work of improvement in the last five years that was terminated for cause by a public entity, or terminated in whole or in part with or without your consent? **Note: You need not answer “yes” if the public entity terminated the contract for convenience.**

Yes No

If the answer is “Yes,” for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

7. At any time during the past five years, has any surety company made any payments on your behalf to satisfy any claims made against a performance or payment bond issued on your behalf, in connection with a construction project, either public or private?

Yes No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

8. In the last three years have you held a public works contract on which more than three (3) stop payment notices were served against your firm.

Yes No

If “yes,” explain on a separate signed page.

9. In the last 3 years have you had any Stop Payment Notice result in a claim against your Payment Bond?

Yes No

If “yes,” explain on a separate signed page.

L. Insurance and Bonding

1. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for you?

Yes No

If yes, how many instances? _____

2. If you were required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which you worked at any time during the last five years, state the percentage that you were required to pay, identify the project, identify the owner, and identify the dates of the project. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

_____ %

3. During the last five years, have you ever been denied bond coverage by a surety company, or has there ever been a period of time when you had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when you were denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

M. Compliance with Law, Worker’s Compensation, and Safety Record

1. Has CAL OSHA cited and assessed penalties against you for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against you in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either you or the owner of a project on which you were the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If yes, attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

Attach a copy of your worker safety program in submission.

5. List your Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to you annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

6. Within the last five years, has there ever been a period when you had employees but were without workers' compensation insurance or state-approved self-insurance?

Yes No

7. State your average total recordable injury or illness rate and average lost work rate for the most recent three-year period: _____

N. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been any occasion during the last five years on which you were required to pay either back wages or penalties for your failure to comply with the **state's** prevailing wage laws?

Yes No

NOTE: This question refers only to your own violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If yes, attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five years, has there been any occasion on which you have been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes **No**

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

3. Other than as already described in response to any question above, have any other labor or environmental charges or penalties been assessed or levied against, or paid by, you or the owner of a project on which you were the contractor in the past five years?

Yes **No**

4. At any time during the last five years, have you been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes **No**

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, and the public agency for which it was constructed.

5. Will you agree to an enforceable commitment in the design-build contract that you and all of your subconsultants and subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by Education Code section 17250.25(c)?

Yes **No**

CERTIFICATION

Statements of Qualifications submitted by a corporation must be signed by (1) the chairman of the board, president or any vice president, and then (2) the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name and title of each person signing and the legal name of the corporation (including the state of incorporation) shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished with this certification.

Statements of Qualifications submitted by a partnership must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. The name and title of the person signing and the name of the partnership shall also be typed or printed below the signature.

Statements of Qualifications submitted by a joint venture must furnish the full name of all members of the joint venture and must be signed by a representative of each member who has authority to bind the member in such matters. The name and title of the person signing and the name of the member shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing answers to the questionnaire has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of qualifying to submit a bid or proposal for the Project, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the prospective bidder's or proposer's statements. By signing below, the submitter and the design-build entity hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm facts or otherwise investigate the above facts and issues.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from proposing on the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named contractor.

I, the undersigned, certify and declare that I have read all the foregoing answers and information in this Statements of Qualifications and know their contents. The matters stated in the Statements of Qualifications are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Evidence of authority to bind corporation is attached.

Signature

Signature

Name

Name

Title

Title

Entity Name

Entity Name

Date

Date

Signature

Signature

Name

Name

Title

Title

Entity Name

Entity Name

Date

Date

(Add additional signature pages as necessary to comply with the directions above.)

EXHIBIT B

STATEMENT OF QUALIFICATIONS

Important Instructions:

“You” or “your” refers to the proposing design-build entity.

For *every* question below, if you are a partnership or joint venture, you must provide *separate answers* for each of your partners or members. If a partner in a partnership or member of a joint venture believes that a question does not apply to it (e.g., a question about past liability for liquidated damages to an architect), the partner or member may explain why he/she believes that the question is not applicable to it. Questions of applicability will be determined by the District in its sole discretion.

A. General Information

1. Your name as it appears on license:

CIRCLE ONE: Corporation Partnership Sole Proprietorship Joint Venture

Contact Person: _____

Street Address (P.O. Box is not acceptable):

Telephone: () _____ Fax: _____

E-mail address: _____

2. List all of your shareholders, partners, or members known at the time of this Statement of Qualifications who will perform work on the Project:

3. Attach to this Statement of Qualifications a copy of the organizational documents or agreement committing to form your design-build entity.

B. History and Ownership of Firm

1. How many years have you been in business in California under your present business name and license number? _____ years

2. Has there been any change in your ownership at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question; please indicate “N/A – Publicly traded corporation.”

Yes No

If yes, please provide details on a separate signed page.

3. Are you a subsidiary, parent, holding company or affiliate of another firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another.

Yes No

If yes, please provide details on a separate signed page.

4. Please provide the information appropriate to your form of entity.

a. For Firms That Are Corporations

Date incorporated: _____

Under the laws of what state: _____

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation’s stock.

Name	Position	Years with Company	% Ownership

Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

b. For Firms That Are Partnerships

Date of formation: _____

Under the laws of what state: _____

Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Company	% Ownership

Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

c. For Firms That Are Sole Proprietorships

Date of commencement of business: _____

Social security number of company owner: _____

Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

d. For Firms That Are a Joint Venture

Date of commencement of joint venture: _____

Provide all of the following information for **each** firm that is a member of the joint venture:

Name of firm	% Ownership of Joint Venture

On a separate sheet provide all other pertinent information required in Sections 8.4.a-c, above, for **each** corporation, partnership or sole-proprietorship that is a member of the joint venture.

5. State your gross revenues for each of the last three fiscal years:

Current year: _____

Previous year: _____

Year prior to previous year: _____

6. State the number of projects you have completed in each of the last three fiscal years:

Current year: _____

Previous year: _____

Year prior to previous year: _____

7. Have you changed names or license numbers in the past five years?

Yes No

If yes, explain on a separate signed page, including the reason for the change.

C. Bonds and Insurance

1. Name of bonding company/surety that will provide all bonds, including payment and performance bonds, for you on the Project: _____

Name of surety agent, address and telephone number: _____

Please attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

2. List all other sureties (name and full address) that have written bonds for you during the last five years, including the dates during which each wrote the bonds:

3. For all insurance that will be provided for the Project (including CGL, auto, errors and omissions, and builder's risk), list the agent (including company name, address, telephone, and fax number) and insurance company that will provide the required insurance on this contract:

AGENT: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: (____) _____ FAX: (____) _____

INSURANCE COMPANY: _____

D. Financial Information

1. Attach the most current audited year-end financial statement for you which must have been prepared by a certified public accountant within twelve (12) months of submission of this statement of qualifications. Also, please provide the most current financial statement for you which must have been prepared within three (3) months of submission of this statement of qualifications. These statements must ensure that you have the capacity to complete the Project.

2. Name of accounting firm and primary contact: _____

Address: _____

Telephone: _____

How many years has this accounting firm prepared financial statements for you?

3. Banking information:

Name of Bank: _____
Account Manager: _____
Address: _____ _____
Telephone: _____
Account No.: _____
Line of Credit: _____
Amount in Use: _____
How Secured: _____
Expiration Date: _____

(attach extra sheets for additional banks/accounts)

E. Licenses

1. List all California design professional and contractor licenses held by you, including license numbers, classifications, and expiration dates. If the license is held in the name of a corporation, partnership, or joint venture, also list the names of the qualifying individual(s) listed who meet(s) the experience and examination requirements for each license.

2. List all California design professional and contractor licenses held by individuals or entities that you will be hiring as subconsultants or subcontractors for the Project, including license numbers, classifications, and expiration dates. If the license is held in the name of a corporation or partnership, also list the names of the qualifying individual(s) listed who meet(s) the experience and examination requirements for each license.

<u>Consultant</u>	<u>License #</u>	<u>Exp. Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Will you have every design professional, contractor, and license necessary to legally perform its duties and obligations for the Project, including design and construction?

Yes No

If “no,” explain here or on a separate page.

4. Did you participate, or will you be retaining a consultant or contractor that participated, in the preparation of the Request for Qualifications or the Request for Bids or Proposals (including the bridging documents) for the Project?

Yes No

NOTE: If the answer is “yes,” then you will not be prequalified or short-listed for the Project.

F. Recent Projects Completed

Please provide the information requested below about all of your current public works projects, public works projects completed in the last two years, and DSA-approved California K-12 public works projects completed in the last three years. Include all projects, whether using design-build, design-bid-build, lease-leaseback, or other delivery methods, and whether providing design or construction services. Names and references must be current and verifiable.

Use separate sheets of paper that contain all of the following information for each public works project:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number): _____

Architect Engineering Firm: _____

Lead Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number): _____

Contractor: _____

Contractor Contact (name and current phone number): _____

Construction Manager (name and current phone number): _____

Inspector of Record (name and current phone number): _____

Description of Project, Scope of Work Performed: _____

Total Value of Construction (including change orders): _____

Date Construction Commenced: _____

Original Contractual Completion Deadline: _____

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: _____

Actual Date of Completion: _____

Architect or Engineer: _____

General Contractor's Project Manager (lead contact in office): _____

General Contractor's Superintendent (lead contact on project site): _____

G. Apprenticeship Program Information

1. Provide the name, address and telephone number of the apprenticeship program sponsor(s) (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for the Project.

2. If you operate your own State-approved apprenticeship program:
 - (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by you as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by you.

H. Design Qualifications

1. Do you possess a valid and current California architectural or engineering license for the Project?

Yes No

State the license number(s): _____

2. For what design specialties will you be hiring subconsultants?

3. Identify and describe all projects in the last 5 years that you have designed which are similar to the Project (other than those listed in response to Section F, above).

4. Identify the proposed key personnel that will perform the design services necessary for the Project.

5. For each person identified in response to the previous question, list evidence that he/she (a) has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, and complexity as the Project; and (b) has sufficient experience and training to competently manage and complete the construction of the Project.

6. Has your license, or any credential or registration, ever been revoked or suspended at any time in the last five years, even if later reinstated retroactively?

Yes No

I. Construction Qualifications

1. Do you possess a valid and current Class _____ California contractor’s license, which is required for the Project?

Yes **No**

If yes, identify the holder of the license and the license number.

2. For what construction specialties will you be hiring subcontractors?

3. Identify and describe all projects in the last 5 years that you have constructed which are similar to the Project (other than those listed in response to Section F, above).

4. Identify the proposed key personnel that will perform the construction services necessary for the Project.

5. For each person identified in response to the previous question, list evidence that he/she (a) has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, and complexity as the Project; and (b) has sufficient experience and training to competently manage and complete the construction of the Project.

6. Do you have a liability insurance policy with a policy limit of at least \$3,000,000 per occurrence and \$5,000,000 aggregate?

Yes **No**

7. Do you have current workers’ compensation insurance policy as required by the Labor Code or are you legally self-insured pursuant to Labor Code section 3700 et seq.?

Yes **No**

Contractor is exempt from this requirement, because it has no employees.

8. Have you completed at least two California public school K-12 construction projects, subject to DSA approval?

Yes **No**

9. Are you currently registered with the Department of Industrial Relations and qualified to submit a bid or proposal and to otherwise perform work on a public project pursuant to Section 1725.5 of the Labor Code?

Yes **No**

10. Has your contractor's license, or any credential or registration, ever been revoked or suspended at any time in the last five years, even if later reinstated retroactively?

Yes **No**

11. At the time of submitting this form, are you ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes **No**

If yes, state the beginning and ending dates of your ineligibility to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract:

12. Are you currently the debtor in a bankruptcy or receivership case?

Yes **No**

If yes, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

13. Has a surety firm completed a contract on your behalf, or paid for completion of a contract because you were terminated by the project owner within the last five (5) years?

Yes **No**

14. Have you, or any of your owners, officers, partners, or members, ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes **No**

If yes, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Have you, or any of your owners, officers, partners, or members ever been convicted of a crime involving any federal, state, or local law related to design or construction?

Yes No

16. Have you or any of your owners, officers, partners, or members ever been convicted of a federal or state crime of fraud, theft, or any act of dishonesty?

Yes No

If yes, identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

J. Financial History & Licensing

1. Were you in bankruptcy or receivership any time during the last five years?

Yes No

If yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

2. Has any license held by you, or held by its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO), been suspended within the last five years?

Yes No

K. Disputes

1. At any time in the last five years, have liquidated damages been assessed or levied against you under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed or levied by the owner, amount of liquidated damages paid or credited by you to the owner, and all other information necessary to fully explain the assessment or levy of liquidated damages.

2. In the last five years have you, or any firm with which any of your company's owners, officers, partners, or members was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 4 on Part I of this form.

Yes No

If yes, explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years, have you been denied an award of a public works contract based on a finding by a public agency that you were not a responsible bidder?

Yes No

If yes, explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between you and the owner of a project. You need not include information about disputes between you and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

4. In the past five years, has any claim by a project owner (including a complaint) against you concerning your design or construction work on a project been filed in court or been the subject of arbitration?

Yes No

If yes, on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five years, have you filed any claim (including a complaint) in court or arbitration against a project owner concerning work on a project or payment for a contract?

Yes No

If yes, on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. Have you had a contract for a public work of improvement in the last five years that was terminated for cause by a public entity, or terminated in whole or in part with or without your consent? **Note: You need not answer “yes” if the public entity terminated the contract for convenience.**

Yes No

If the answer is “Yes,” for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

7. At any time during the past five years, has any surety company made any payments on your behalf to satisfy any claims made against a performance or payment bond issued on your behalf, in connection with a construction project, either public or private?

Yes No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

8. In the last three years have you held a public works contract on which more than three (3) stop payment notices were served against your firm.

Yes No

If “yes,” explain on a separate signed page.

9. In the last 3 years have you had any Stop Payment Notice result in a claim against your Payment Bond?

Yes No

If “yes,” explain on a separate signed page.

L. Insurance and Bonding

1. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for you?

Yes No

If yes, how many instances? _____

2. If you were required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which you worked at any time during the last five years, state the percentage that you were required to pay, identify the project, identify the owner, and identify the dates of the project. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

_____ %

3. During the last five years, have you ever been denied bond coverage by a surety company, or has there ever been a period of time when you had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when you were denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

M. Compliance with Law, Worker’s Compensation, and Safety Record

1. Has CAL OSHA cited and assessed penalties against you for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against you in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either you or the owner of a project on which you were the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If yes, attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Describe your worker safety program: _____

5. List your Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to you annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

6. Within the last five years, has there ever been a period when you had employees but were without workers' compensation insurance or state-approved self-insurance?

Yes No

7. State your average total recordable injury or illness rate and average lost work rate for the most recent three-year period: _____

N. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been any occasion during the last five years on which you were required to pay either back wages or penalties for your failure to comply with the **state's** prevailing wage laws?

Yes No

NOTE: This question refers only to your own violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If yes, attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five years, has there been any occasion on which you have been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

3. Other than as already described in response to any question above, have any other labor or environmental charges or penalties been assessed or levied against, or paid by, you or the owner of a project on which you were the contractor in the past five years?

Yes No

4. At any time during the last five years, have you been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes **No**

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, and the public agency for which it was constructed.

5. Will you agree to an enforceable commitment in the design-build contract that you and all of your subconsultants and subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by Education Code section 17250.25(c)?

Yes **No**

CERTIFICATION

Statements of Qualifications submitted by a corporation must be signed by (1) the chairman of the board, president or any vice president, and then (2) the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name and title of each person signing and the legal name of the corporation (including the state of incorporation) shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished with this certification.

Statements of Qualifications submitted by a partnership must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. The name and title of the person signing and the name of the partnership shall also be typed or printed below the signature.

Statements of Qualifications submitted by a joint venture must furnish the full name of all members of the joint venture and must be signed by a representative of each member who has authority to bind the member in such matters. The name and title of the person signing and the name of the member shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing answers to the questionnaire has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of qualifying to submit a bid or proposal for the Project, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the prospective bidder's or proposer's statements. By signing below, the submitter and the design-build entity hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm facts or otherwise investigate the above facts and issues.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from proposing on the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named contractor.

I, the undersigned, certify and declare that I have read all the foregoing answers and information in this Statements of Qualifications and know their contents. The matters stated in the Statements of Qualifications are true of my own knowledge and belief, except as to those matters

stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Evidence of authority to bind corporation is attached.

Signature

Signature

Name

Name

Title

Title

Entity Name

Entity Name

Date

Date

Signature

Signature

Name

Name

Title

Title

Entity Name

Entity Name

Date

Date

(Add additional signature pages as necessary to comply with the directions above.)

PIEDMONT MIDDLE SCHOOL

NEW MODULAR GYMNASIUM

955 PIEDMONT ROAD SAN JOSE, CA 95132

DSA: 01 -xxxxxx / File: xx-xx

ABBREVIATIONS

A/C	air conditioning	G.L.B.	glue laminated beam	RESIL.	resilient
A.C.	asphaltic concrete	GA.	gauge	RET.	retaining
A.F.F.	above finish floor	GALV.	galvanized	REV.	revision
ACCESS	accessible	GL.	glass	RM.	room
ACOUS.	acoustical	GND.	ground	SAD	see architectural drawings
ADJ.	adjustable	GYP.	gypsum	S.C.	solid core
AGG.	aggregate	H.B.	hose bib	SCD	see civil drawings
AL.	aluminum	H.C.	hollow core	S.D.	soap dispenser
ALT.	alternate	H.M.	hollow metal	SED	see electrical drawings
ANC.	anchor	H.V.A.C	heating, ventilating, air conditioning	S.F.	square foot/feet
APPROX.	approximate	HDW.	hardware	SFSD	see food service drawings
ARCH.	architect(ural)	HDWD.	hardwood	SLD	see landscape drawings
AUTO.	automatic	HRZ.	horizontal	SMD	see mechanical drawings
ABV.	above	HRZ.	horizontal	S.N.D.	sanitary napkin dispenser
BD.	board	HR.	hour	S.N.R.	sanitary napkin receptacle
BTWN.	between	HTR.	heater	S.O.G.	slab on grade
BIT.	bituminous	I.D.	inside diameter	SPD	see plumbing drawings
BLDG.	building	IN.	inch	S.S.	stainless steel
BLKG	blocking	INCL.	include	SSD	see structural drawings
BM.	beam	INSUL.	insulation	S.Y.	square yard
BOT.	bottom	INT.	interior	SAN.	sanitary
C.B.	catch basin	INT.	interior	SCHED.	schedule
C.I.	cast iron	INV.	invert	SECT.	section
C.I.P.	cast in place	JAN.	janitor	SHT.	sheet
C.J.	control joint	L.P.	low point	SHTG.	sheathing
CAB.	cabinet	LAB.	laboratory	SIM.	similar
CEM.	cement	LAM.	laminated	SPAC.	spacing
CER.	ceramic	LAV.	lavatory	SPEC(S).	specification(s)
CLG.	ceiling	LB.	pound	SQ.	square
CLR.	clear	LOC.	location	STD.	standard
COL.	column	LT.	light	STL.	Steel
CONC.	concrete	M.H.	manhole	STOR.	storage
CONSTR.	construction	MACH.	machine	STRUCT.	structural
CONT.	continuous	MATL.	material	SUSP.	suspended
COORD.	coordinate	MAX.	maximum	SYM. SYS.	symmetrical system
CTR.	center	MECH.	mechanical	T.	tread
CTSK.	countersunk	MED.	medium	T&B	top and bottom
D.F.	drinking fountain	MEMBR.	membrane	T.C.	top of curb
DBL.	double	MEZZ.	mezzanine	T.G.	tongue and groove
DET.	detail	MFR.	manufacturer	T.O.	top of
DIA.	diameter	MIN.	minimum	T.O.C.	top of concrete
DIAG.	diagonal	MISC.	miscellaneous	T.O.S.	top of sheathing
DIM.	dimension	MTD.	mounted	T.O.W.	top of wall
DISP.	dispenser	MTL./MET.	metal	T.P.	top of pavement
DN.	down	N.I.C.	not in contract	T.P.D.	toilet paper dispenser
DWG(S)	drawing(s)	N.T.S.	not to scale	T.S.C.D.	toilet seat cover dispenser
(E)	existing	NO.	number	T.V.	television
E.S.	each side	NOM.	nominal	TEL.	telephone
E.W.	each way	O.	over	TEMP.	temperature
EA.	each	O.C.	on center	TER.	terrazzo
EL.	elevation	O.D.	outside diameter	THK.	thick
ELEC.	electrical	O.F.C.I.	owner furnish, contractor install	TYP.	typical
ELEV.	elevator	OH.	overhead	U.O.N.	unless otherwise noted
EMER.	emergency	OPNG.	opening	UR.	urinal
ENCL.	enclosure	OPP.	opposite	V.C.P.	vitreous clay pipe
ENGR.	engineer	P.LAM.	plastic laminate	V.C.T.	vinyl composition tile
EQ.	equal	P.V.C.	polyvinyl chloride	V.I.F.	verify in field
EQUIP.	equipment	PERF.	perforated	V.T.R.	vent through roof
ETC.	et cetera	PLAS.	plaster	V.W.C.	vinyl wall covering
EXP.	expansion	PLBG.	plumbing	VERT.	vertical
EXT.	exterior	PLYWD.	plywood	VEST.	vestibule
F.A.	fire alarm	PR.	pair	W/	with
F.D.	floor drain	PREFAB.	prefabricated	W.C.	water closet
F.E.	fire extinguisher	PROJ.	projection	W/O	without
F.H.	flat head	PT.	point	W/P.	waterproof
F.O.C.	face of concrete	Q.T.	quarry tile	W.W.F.	welded wire fabric
F.O.F.	face of finish	R.C.P.	reflected ceiling plan	WD.	wood
F.O.S.	face of stud	R.A.	roof drain	WDW.	window
FDN.	foundation	R.D.O.	roof drain overflow	W.SCT.	wainscot
FIN.	finish	R.O.	rough opening	WT.	weight
FLR.	floor	R.W.L.	rain water leader		
FLUOR.	fluorescent	RAD.	radius		
FT.	foot or feet	REF.	reference		
FTG.	footing	REFL.	reflected		
FUR.	furring	REFR.	refrigerator		
G.B.	grab bar	REINF.	reinforce(d) (ing),(ment)		
G.C.	general contractor	REQD.	required		
G.I.	galvanized iron				

STATE AGENCY REQUIREMENTS

- All numbers refer to Part 1, Title 24, CCR of the 2019 CBC.
- Addenda and CCD's shall be processed per section 4-338. Any condition encountered that is not covered by DSA approved documents shall be detailed and submitted and approved by DSA prior to execution of the work.
- A DSA certified project Inspector employed by the District (Owner) and shall be certified and approved by DSA. The project Inspector shall provide continuous inspection of work per section 4-333(b) & 4-342.
- Tests and testing laboratory per section 4-335 (employed by owner), shall be accepted by DSA and conduct all the required tests and inspections for the project.
- Provide special inspection per section 4-333(c).
- Contractor, Inspector, Architect and Engineer shall submit verified reports per section 4-336 & 4-343(c).
- Administration of construction per Part 1, Title 24, CCR
 - Duties of Architect, Structural Engineer, or professional engineer per section 4-333(a) & 4-341.
 - Duties of contractor per section 4-343
 - Verified reports per section 4-336 & 4-343(c)
- Governing Codes: Title 24, CCR.
- A copy of Part 1, Part 2 & Part 5 of Title 24 shall be kept and available in field during construction.
- DSA shall be notified on start of construction per section 4-331.
- Supervision by the Division of the State Architect (DSA) per section 4-334.
- Separate application may be required for all N.I.C. items not part of DSA approval.
- Refer to the DSA-103 form of required structural tests and special inspections.
- DSA is not subject to arbitration.
- Changes or revisions which affect access compliance are required to be submitted to DSA for approval.
- Substitutions affecting DSA-regulated items shall be submitted as Construction Change Documents or Addenda and shall be approved by DSA prior to fabrication and installation.

GOVERNING CODES

- 2019 California Code of Regulations
- 2019 California Building Standards Administration Code, Part 1, Title 24, C.C.R.
- 2019 California Building Code (CBC), Part 2, Title 24, C.C.R.
- 2019 California Electrical Code (CEC), Part 3, Title 24, C.C.R.
- 2019 California Mechanical Code (CMC), Part 4, Title 24, C.C.R.
- 2019 California Plumbing Code (CPC), Part 5, Title 24, C.C.R.
- 2019 California Energy Code (CEC), Part 6, Title 24, C.C.R.
- 2019 California Fire Code (CFC), Part 9, Title 24, C.C.R.
- 2019 California Green Building Standards Code (CALGreen), Part 11, Title 24 C.C.R.
- 2019 California Referenced Standards Code, Part 12, Title 24, C.C.R.
- Title 19 CCR, Public Safety, State Fire Marshal Regulations
- 2010 ADA Standards for accessible design

GENERAL CONSTRUCTION NOTES

- All work shall be performed in conformance with local, county, state and federal codes, laws, and regulations applicable to this work, including CCR Title 19, and CBC 2019.
- Existing construction data shown on the drawings was obtained from available drawings. The contractor shall verify all existing conditions and shall notify the architect of all exceptions before proceeding with the work.
- All discrepancies between drawings shall be clarified with the architect prior to proceeding with the work.
- In the event that certain features of the construction are not fully shown or detailed on the drawings or called for in the general notes, then their construction shall be of the same character as similar conditions shown or called for.
- Verify electrical, mechanical, fire alarm, telephone and security requirements before construction begins.
- Any item identified to be demolished, removed, or relocated is to be completely removed, including but not limited to any concealed items (pipes, curbs, framing, beams, fasteners, etc.). All items within a demolished area that must be rerouted in order to maintain continuity shall be done so in accordance with appropriate specification sections in the project manual at no additional cost. If no specification can be found within the project manual, then continuity shall be maintained by current standard methods for construction but not lesser in quality than existing. Any area of demolition or removal shall be left in a completely finished condition as outlined in the project manual.
- Contractor to coordinate with District prior to beginning work.
- The intent of these drawings and specifications is that the work of the alteration, rehabilitation or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any existing conditions such as deterioration or noncomplying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, California Code of Regulations, a change order, 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.
- Compliance with CFC Chapter 14, fire safety during construction and demolition and CBC Chapter 33, safety during construction will be enforced.
- Per CBC 11B-104.1, all dimensions are subject to conventional industry tolerances except where the requirement is stated as a range with specific minimum and maximum end points.

SHEET INDEX

Title & Codes	Title Sheet
A-0.1	Title Sheet
Architectural	
A-1.1	Site Plan
A-1.2	Enlarged Site Plan
A-3.1	Floor Plan
A-4.1	Reflected Ceiling Plan
A-5.1	Roof Plan
A-6.1	Exterior Elevations
A-7.1	Sections
A-8.1	Interior Elevations
A-8.2	Interior Elevations
A-8.3	Interior Elevations
A-8.4	Interior Elevations
A-10.1	Schedules

BIDDING REQUIREMENTS / INFORMATION

- Refer to the geotechnical report dated August 6, 2021 by CTE CAL, inc. and approved by CGS on December 10, 2021. CGS application no. 01-CGS5159. All requirements listed in these documents must be followed.
- Refer to the geotechnical report regarding corrosive soils and provide the required remedy.
- Refer to the FEMA flood map. This site is located in Zone X.
- Refer to the San Jose Fire Department Wildland Urban Interface (WUI) map. This site is just outside the WUI zone and per the city fire department there are no WUI requirements for this project.
- This project does not require LEED or CHPS certification. But must comply with all other state code requirements such as CalGreen.
- This building must include a fully sprinklered system.
- This building will include all electric appliances, equipment, etc. No gas appliances or equipment shall be included in the final design.
- Provide all title 24 energy requirements in the final design.
- Refer to the scope of work documents which outline the electrical and fire protection requirements.
- Provide a structural system which complies with 2019 building code and DSA requirements.
- This project shall comply with DSA GL-4 regarding CalGreen requirements and all other DSA requirements.
- The design documents within this set are the general intent of the project. The modular manufacturer shall provide a similar system that complies with all state and DSA requirements. The modular manufacturer shall provide all necessary design consultants, coordination with the district and bridging architect in order to submit plans, specs, calculations and other necessary documents to DSA for review and approval.



Engineer Seal

BID SET

NOT FOR CONSTRUCTION

Architect Seal

Project Title

PIEDMONT MIDDLE SCHOOL
 955 PIEDMONT ROAD
 SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

CLIENT Berryessa Union School District ph. (408) 923-1800
 1376 Piedmont Rd.
 San Jose, CA 95132

ARCHITECT

ARCHITECT McKim Design Group ph. (408) 927-8110
 4595 Cherry Ave. 1st Floor
 San Jose, CA 95118
 Kirk S. McKim, Architect

No

Revisions/Submissions

Date

Modular Building Bid Set

5/11/2022

Drawing Title

TITLE SHEET

Project No.

2106

Date

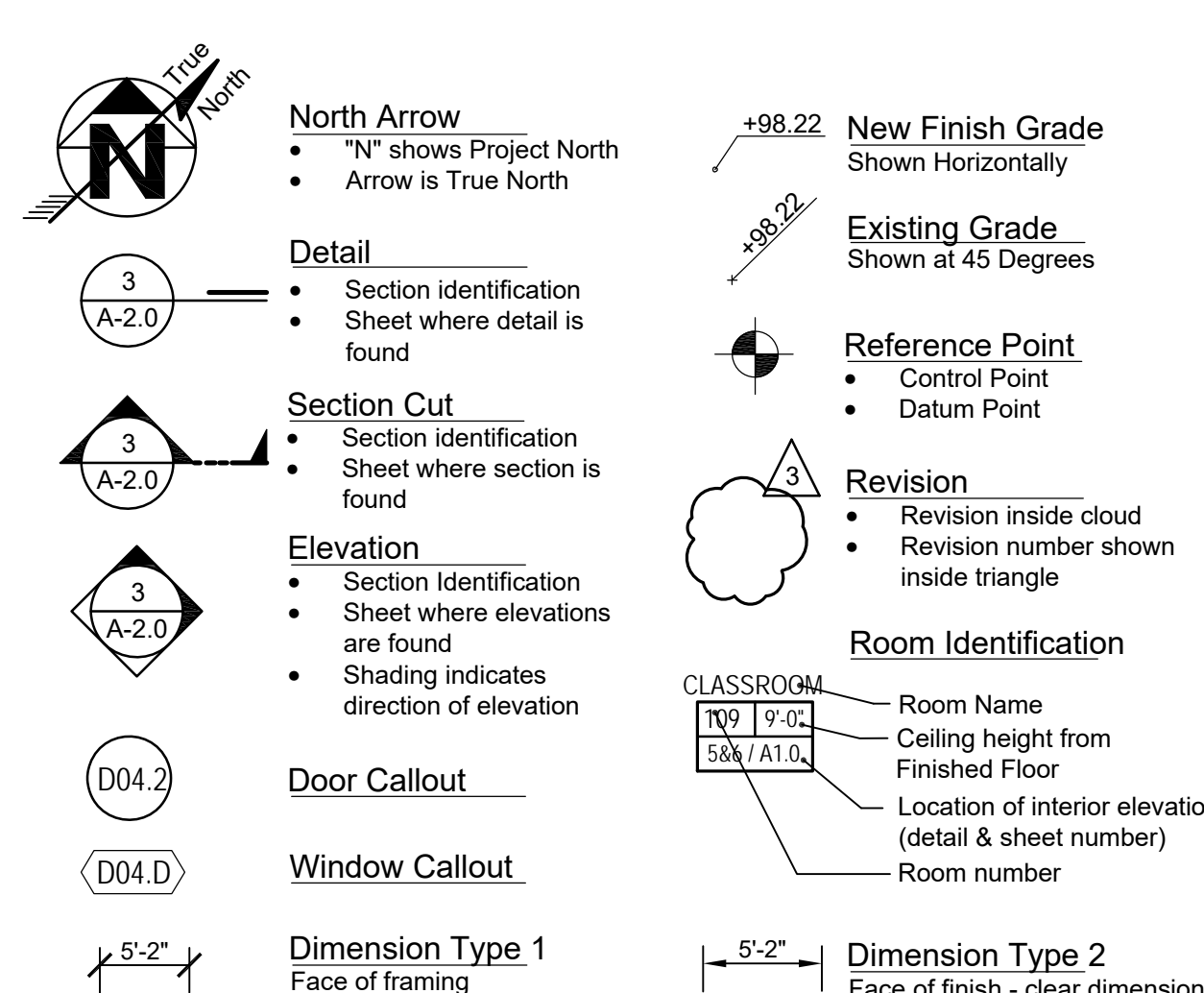
April 22, 2022

CD

Drawing Number

A-0.1

LEGEND



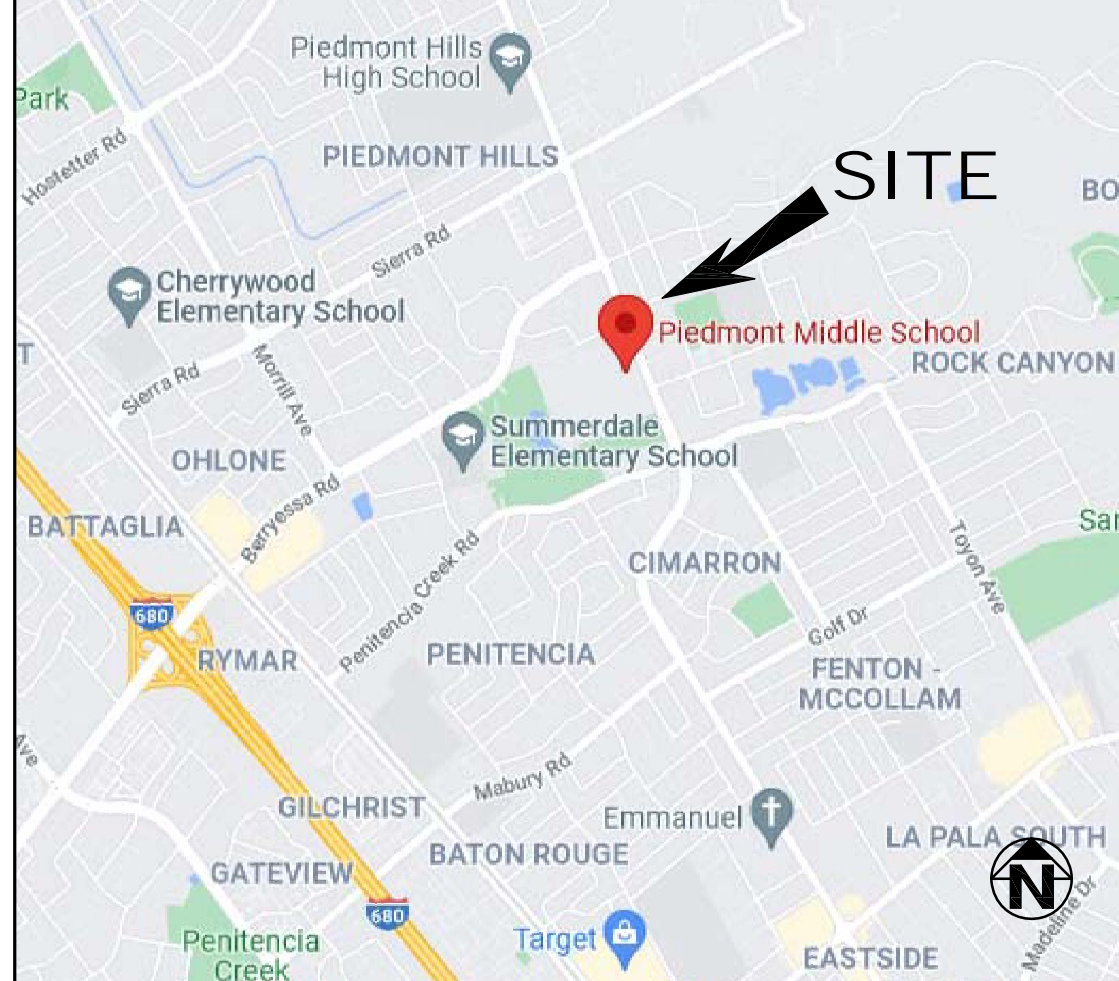
APPLICABLE NFPA STANDARDS

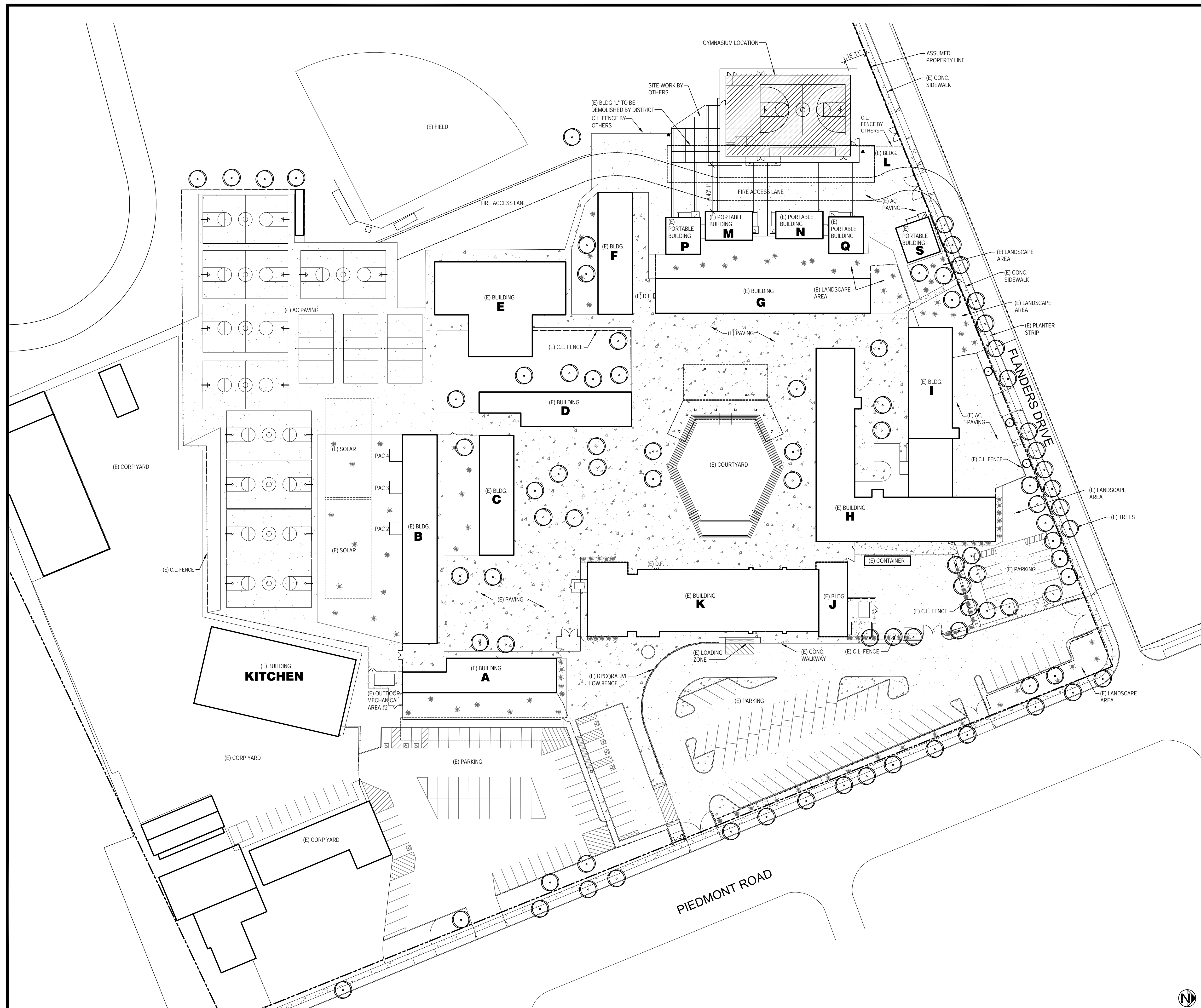
- National Reference Standards
- NFPA 13 Automatic Sprinkler Systems 2016 Edition
 - NFPA 14 Standpipes Systems (CA Amended) 2016 Edition
 - NFPA 17a Wet Chemical Extinguishing Systems 2017 Edition
 - NFPA 20 Stationary Pumps 2016 Edition
 - NFPA 24 Private Fire Mains (CA Amended) 2016 Edition
 - NFPA 72 National Fire Alarm Code (CA Amended) 2016 Edition
 - NFPA 80 Fire Door and Other Opening Protectives 2016 Edition
 - NFPA 2001 Clean Agent Fire Extinguishing Systems 2015 Edition

PROJECT SUMMARY

Project consists of a new DSA compliant modular gymnasium and associated site work.

VICINITY MAP





BUILDING CODE ANALYSIS

GYMNASIUM
 Use: Gym
 Type of Construction: V-A
 Occupancy: A-4
 Fire sprinkler: Yes
 Stories: One

Building Area Calculations:
 Gymnasium: 7,642sf (gross)

Allowable Area:
 Per 2019 CBC, Table 506.2
 A-4 occupancy, Type V-A (sprinklered) = 24,000sf

7,642sf < 24,000sf = OK

Regulatory Agency Approval

DSA: 01 -xxxxxx / File: xx-xx



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Project Title

PIEDMONT MIDDLE SCHOOL
 955 PIEDMONT ROAD
 SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

BERRYESSA UNION SCHOOL DISTRICT
 1376 PIEDMONT RD
 SAN JOSE, CA 95132

No	Revisions/Submissions	Date
1	Modular Building Bid Set	5/11/2022

Drawing Title

SITE PLAN

Project No. 2106 Date April 22, 2022

CD Drawing Number A-1.1

BUILDING CODE ANALYSIS

GYMNASIUM
 Exiting:
 Occupant Load Factor A-4 is 7 net. Gym floor area is 5,700sf - 442sf (bleachers) = 5,258sf / 7 of = 751 + 124 (bleachers) = 875 ol
 Per table 1006.3.2, 875 ol requires (3) exits. Provided per plans is (3) exits. Therefore, Ok
 Exit width per 1005.3.2, Exception 1 = 0.15 x 875 ol = 132 inches. Provided = 216 inches via (3) pairs of doors. Therefore, Ok
 Exits shall be placed greater than half the diagonal of the gymnasium area.

GENERAL NOTES

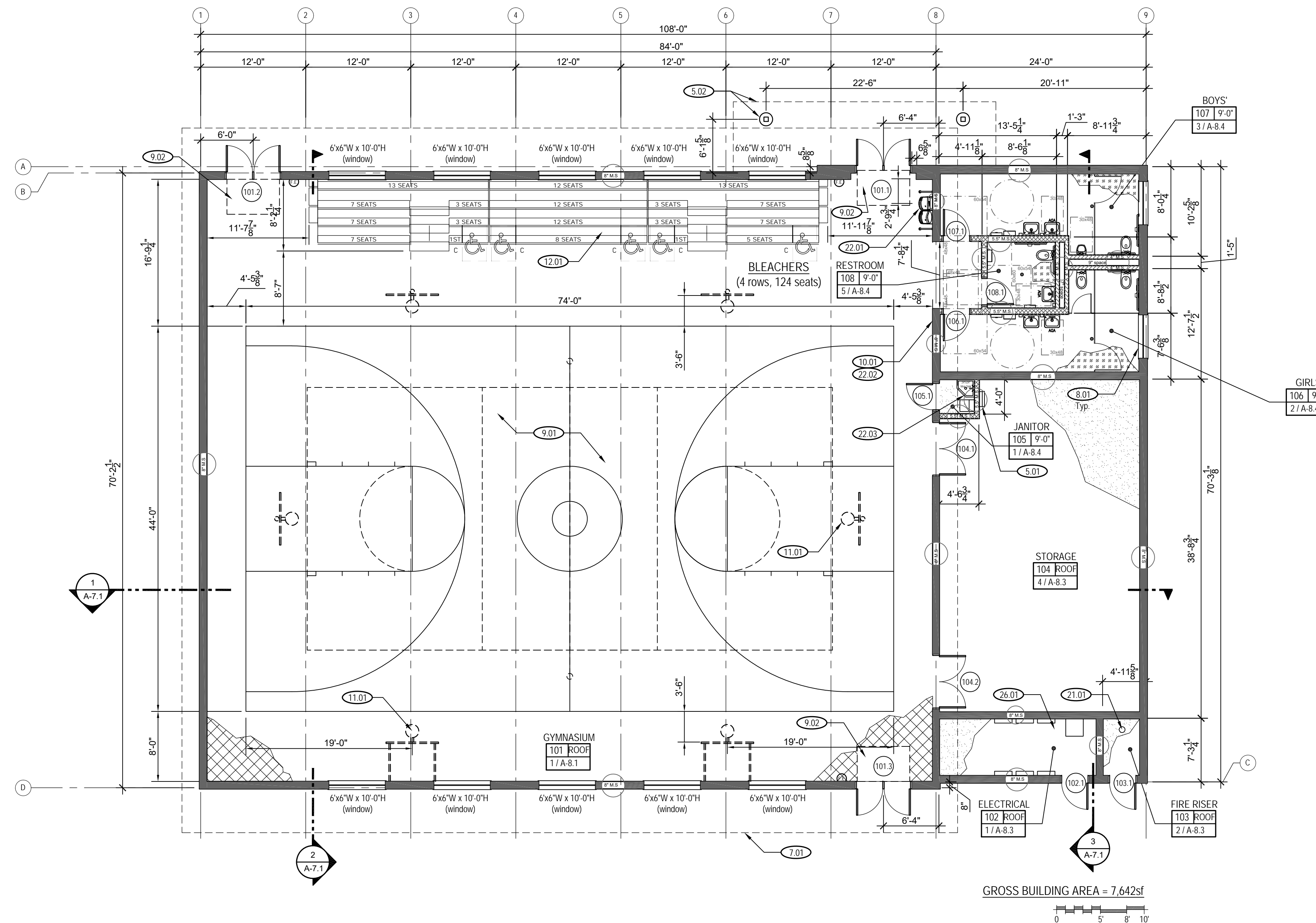
- Refer to electrical and fire protection scope of work outline for additional information.
- The entire building shall receive a fire sprinkler system.
- Provide all required wall blocking to support the various elements throughout.
- Layout of the gymnasium is based on metal studs, steel structure, metal roof deck, concrete slab on grade, plywood shear walls, painted gyp board walls, aluminum windows, metal door frames & doors and finishes as noted in legend and finish schedule.
- District prefers the following:
 - Kohler water closets and urinals and wall hung.
 - American Standard lavatories and sinks. Lavatories shall be wall hung.
 - Sloan Royal Flushometer toilet valves.
 - Elkay drinking fountains with bottle filler and no filtration.
- Provide hot water to the janitor sink via a hot water heater. Location of unit to be determined. Provide cold water to all the restroom fixtures, no hot water.
- Building shall include wall and roof insulation to comply with California energy code and DSA GL-4 CalGreen requirements. Submit Title 24 energy documents with the final construction documents.
- Refer to specifications for various requirements including, but not limited to signs, toilet partitions, toilet accessories, fire extinguisher and cabinet, assistive listening system, etc.
- Provide anti-glare windows or window tint at all windows within the gymnasium.

FLOOR PLAN KEY NOTES

- Aluminum ladder with safety up post to roof access hatch.
- Steel canopy support with concrete columns and steel roof structure above. Selected modular manufacture shall provide design of system with input from the district.
- Roof overhang, typ.
- Upper windows in restrooms. 5'-0"W x 1'-6"H.
- Provide one main basketball court and one main volleyball court striping as shown.
- Provide a recessed entry mat at each door within the concrete slab. Mat shall be a "walk-off" material and include a metal frame around the recessed area.
- Provide ADA compliant restrooms with plumbing fixtures, toilet partitions, toilet accessories, etc. as shown.
- Provide (6) retractable basketball hoops as shown. The two main hoops shall have a square glass back board and the side hoops to have square non-glass back board. Provide required power and structural support for all hoops.
- (4)-row, manual, retractable bleachers. See specifications. Provide required wall blocking and include j-boxes, conduit and pull strings within exterior wall in case the district wants to install a motorized bleacher in the future.
- Fire riser and required fire protection system within room.
- S.S. hi-lo drinking fountain with bottle filler and s.s. guardrails. Provide required power supply and wall blocking.
- Provide toilet fixtures as shown within the restrooms including faucets, typ. Water closets, lavatories and urinals shall be wall hung.
- Janitor sink shall be floor mounted with hot and cold water faucet. Locate a water heater above sink, mounted to the wall.
- Electrical panels, IDF, etc. located throughout room to comply with NFPA and other required codes. Provide required clearances.

FLOOR PLAN LEGEND

- 4" FULL HEIGHT METAL STUD WALL
- 5" FULL HEIGHT METAL STUD WALL
- 8" FULL HEIGHT METAL STUD WALL
- ALUMINUM WINDOW, fixed dual glaze, Low E with nail flange, typ.
- SEMI-RECESSED FIRE EXTINGUISHER AND CABINET
- SPORT FLOORING & WALL BASE - See finish schedule
(Provide Add Alternate price to install raised wood flooring and wall base within the gymnasium area.)
- SEALED CONCRETE & WALL BASE - See finish schedule
- EPOXY RESIN & INTEGRAL 6" COVERED BASE - See finish schedule



1 FLOOR PLAN

1/8" = 1'-0"

Regulatory Agency Approval

DSA: 01 -xxxxxx / File: xx-xx



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Project Title

PIEDMONT MIDDLE SCHOOL
 955 PIEDMONT ROAD
 SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

BERRYESSA UNION SCHOOL DISTRICT
 1376 PIEDMONT RD
 SAN JOSE, CA 95132

No	Revisions/Submissions	Date
1	Modular Building Bid Set	5/11/2022

Drawing Title

FLOOR PLAN

Project No. 2106	Date April 22, 2022
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CD	Drawing Number A-3.1
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Project Title

PIEDMONT MIDDLE SCHOOL
955 PIEDMONT ROAD
SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

BERRYESSA UNION SCHOOL DISTRICT
1376 PIEDMONT RD
SAN JOSE, CA 95132

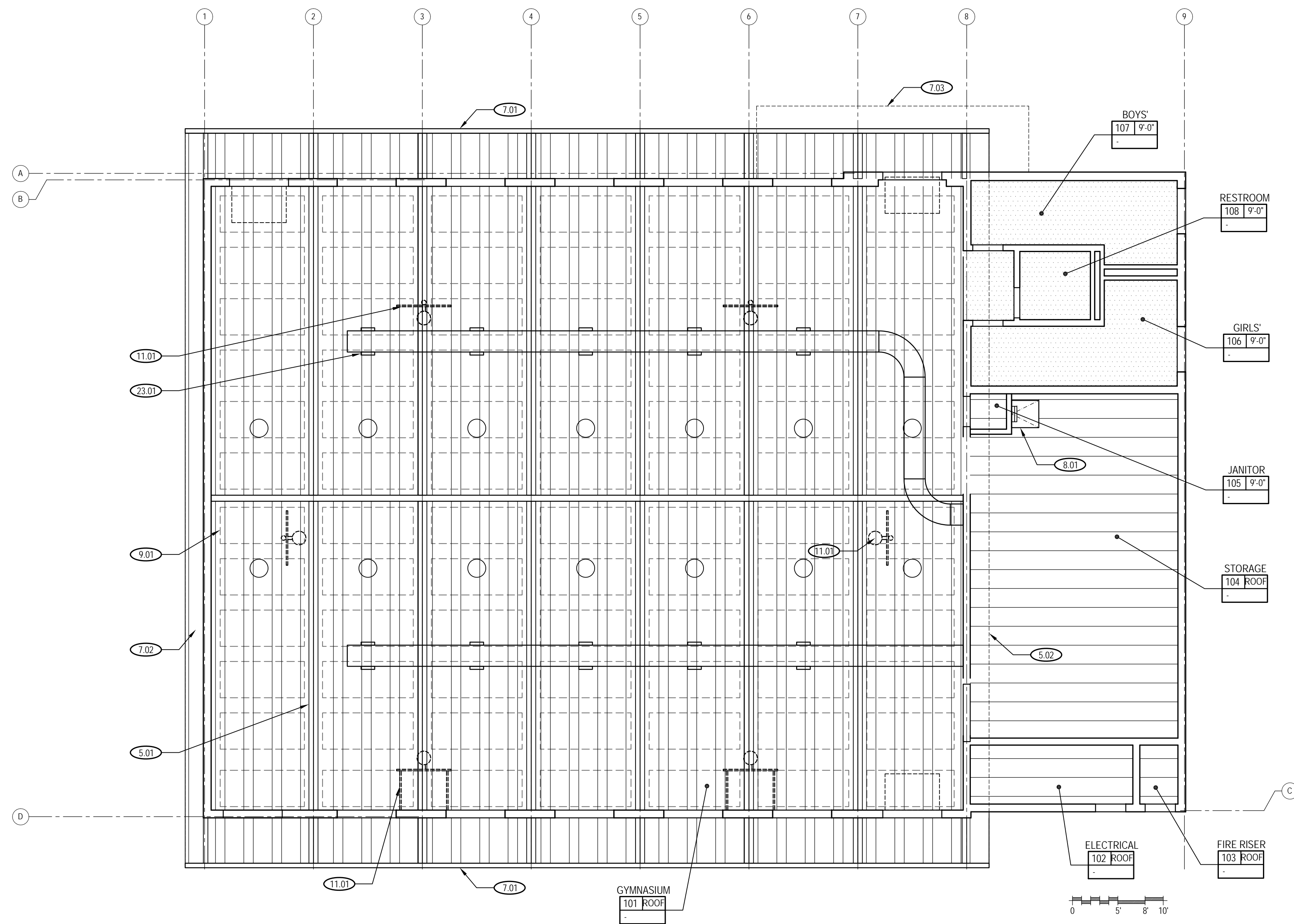
No	Revisions/Submissions	Date
	Modular Building Bid Set	5/11/2022

Drawing Title

REFLECTED CEILING PLAN

Project No. 2106	Date April 22, 2022
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CD	Drawing Number A-4.1
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9.10 REFLECTED CEILING PLAN KEY NOTES

- 5.01 Exposed roof structure, typ.
- 7.01 Gutter and roof overhang and exposed roof deck, typ. Field paint or factory finish. Color to be selected by district.
- 7.02 Roof overhang, typ.
- 7.03 Painted entry canopy roof below.
- 8.01 Access ladder and roof hatch.
- 9.01 Acoustical panels. Layout shown is approximate. Provide panels that can handle the high-impact gymnasium function and provide appropriate sound control for sporting events and musical events.
- 11.01 Retractable basketball hoops, typ.
- 23.01 Painted exposed metal ducts, typ.

REFLECTED CEILING PLAN LEGEND

- EXPOSED STEEL ROOF DECK (paint or factory finish. District to select color)
- PAINTED GYP BD CEILING OVER METAL FRAMING
- EXPOSED ROOF FRAMING (paint)





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1	Modular Building Bid Set	5/11/2022

Drawing Title

ROOF PLAN

Project No. 2106	Date April 22, 2022
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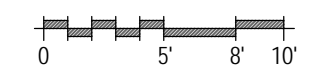
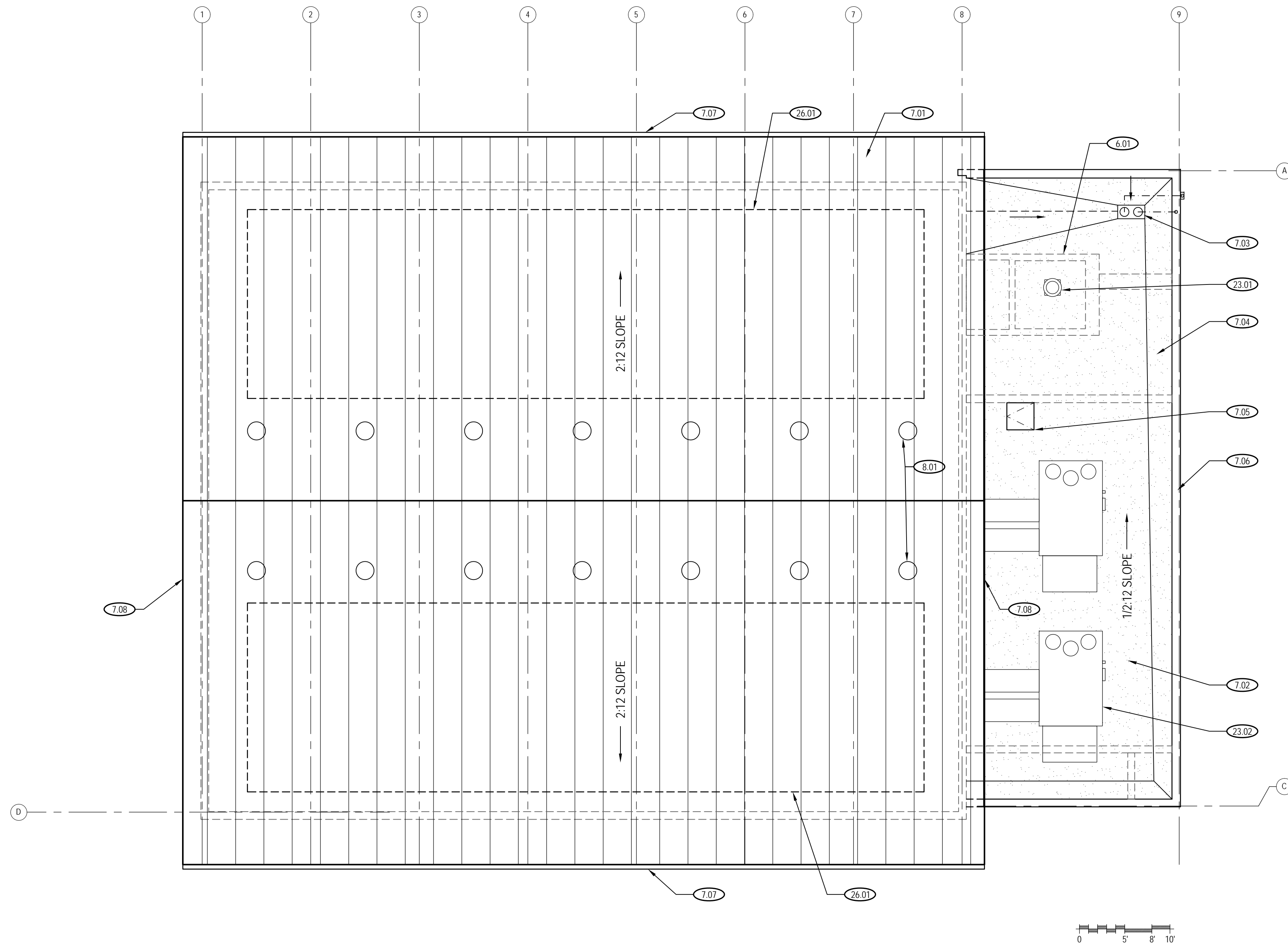
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GENERAL NOTES

1. Provide all required GSM flashing at roofing and wall intersections such as saddles, valleys, etc.
2. Provide "Fall" protection and anchors as required per code and OSHA safety regulations.
3. At the lower roof include walking pads from the roof access hatch to all mechanical equipment. Include layout and material on final DSA plans.

9.10 ROOF PLAN KEY NOTES

- 6.01 Walls below for reference, typ.
- 7.01 Standing seam metal roof system over rigid insulation and metal roof structure. AEP Span or equal. System shall be able to support a future solar panel system.
- 7.02 Single ply PVC or TPO roofing system. GAF or equal.
- 7.03 Roof drain and overflow drain system. Route roof drain down inside exterior wall to underground storm system. Overflow drain shall route below roof structure to exterior wall and exposed scupper.
- 7.04 Crickets. Slope 1/2" per foot.
- 7.05 Roof access hatch.
- 7.06 GSM coping at parapet walls, typ.
- 7.07 GSM gutter, typ.
- 7.08 Roof overhang, typ.
- 8.01 Solar tubes. Provide at least one per structural bay and flashed properly for a water tight installation.
- 23.01 Exhaust fan at restrooms.
- 23.02 Roof top HVAC units ducted to the gym. Provide air conditioning, ventilation and heating to comply with 2019 code. This includes, but not limited to all required electrical, including disconnects and roof top electrical sub-panel, etc.
- 26.01 Provide space for future solar panels. Area shall be calculated to comply with energy code and the roof structure shall be able to support the added weight.



ROOF PLAN LEGEND

- STANDING SEAM METAL ROOF
- SINGLE PLY ROOF SYSTEM



1 ROOF PLAN

1/8" = 1'-0"



4585 Cherry Avenue, First Floor, San Jose, CA 95118
 ph. (408) 927-8110 fax (408) 927-8112

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 955 PIEDMONT ROAD
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No	Revisions/Submissions	Date
1	Modular Building Bid Set	5/11/2022

Drawing Title

EXTERIOR ELEVATIONS

Project No. 2106	Date April 22, 2022
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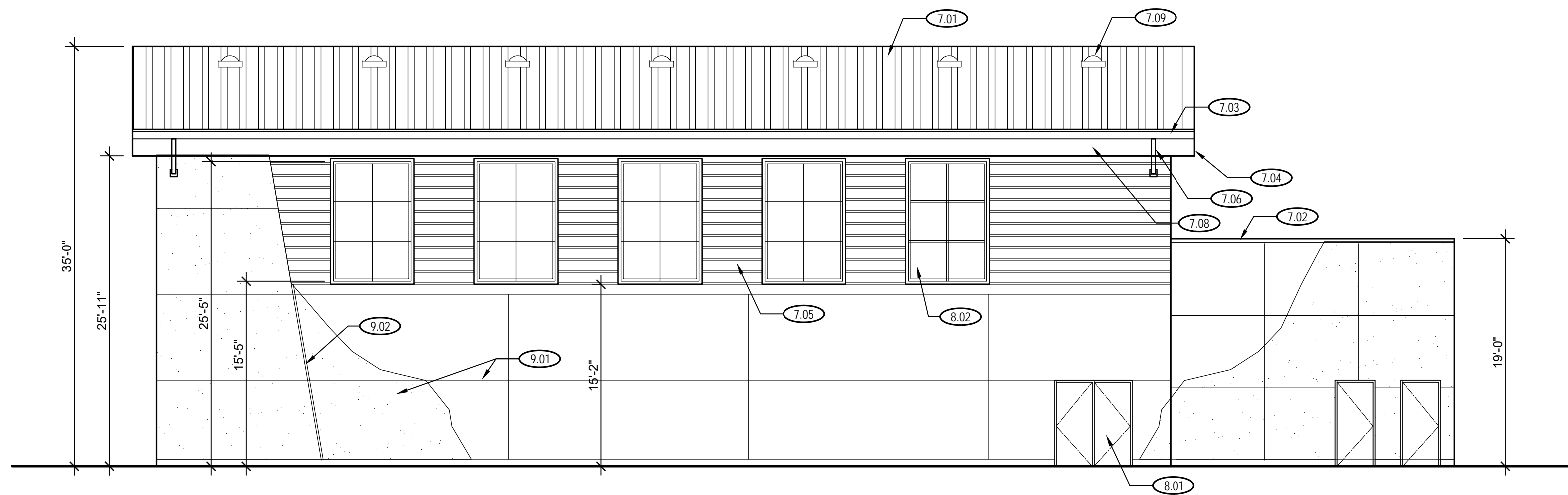
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GENERAL NOTES

1. Paint the entire exterior of this building except the following which shall be factory finished: metal roof, gutters, aluminum windows and metal siding.

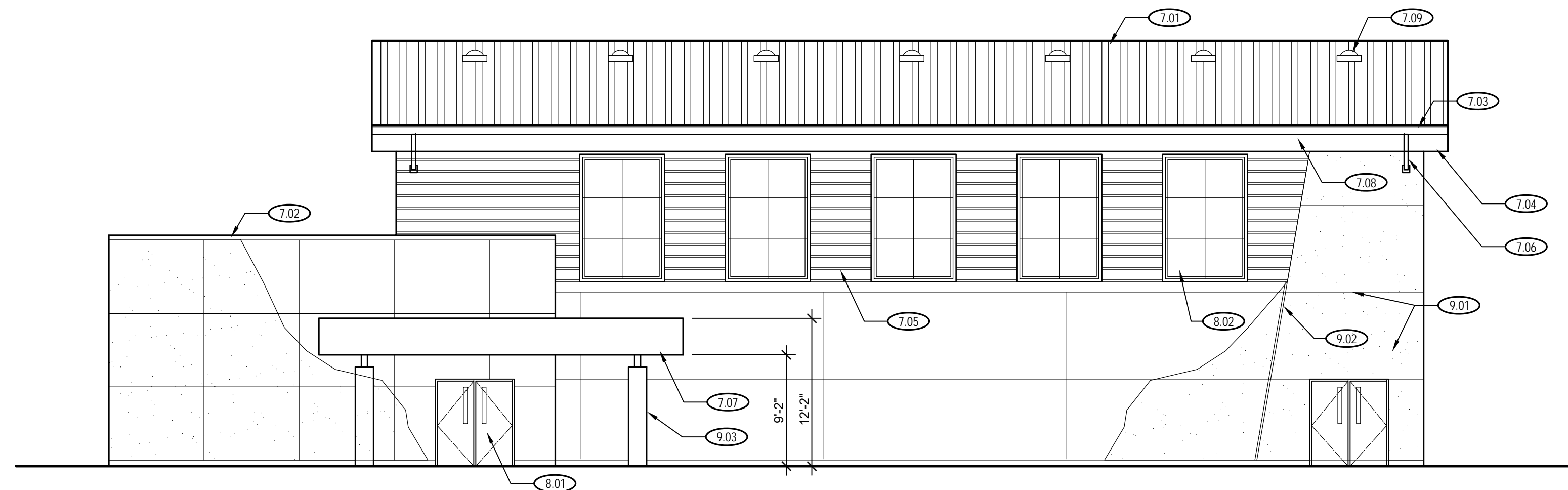
9.10 ROOF PLAN KEY NOTES

- 7.01 Standing seam metal roof system over rigid insulation and metal roof structure. AEP Span or equal. System shall be able to support a future solar panel system.
- 7.02 GSM coping at parapet walls, typ.
- 7.03 GSM gutter, typ.
- 7.04 Roof overhang, typ.
- 7.05 Metal siding, AEP Span or equal, typ.
- 7.06 Metal downspouts, typ. Extend from gutter down into exterior wall. Run down spout within exterior walls.
- 7.07 Steel canopy structure with cement plaster at perimeter fascia.
- 7.08 Metal fascia, typ.
- 7.09 Solar tubes, typ.
- 8.01 Metal doors and frames, typ.
- 8.02 Aluminum windows, typ.
- 9.01 Cement plaster finish and control joints, typ.
- 9.02 2" cement plaster reveal, typ.
- 9.03 Concrete wrapped steel column, typ.



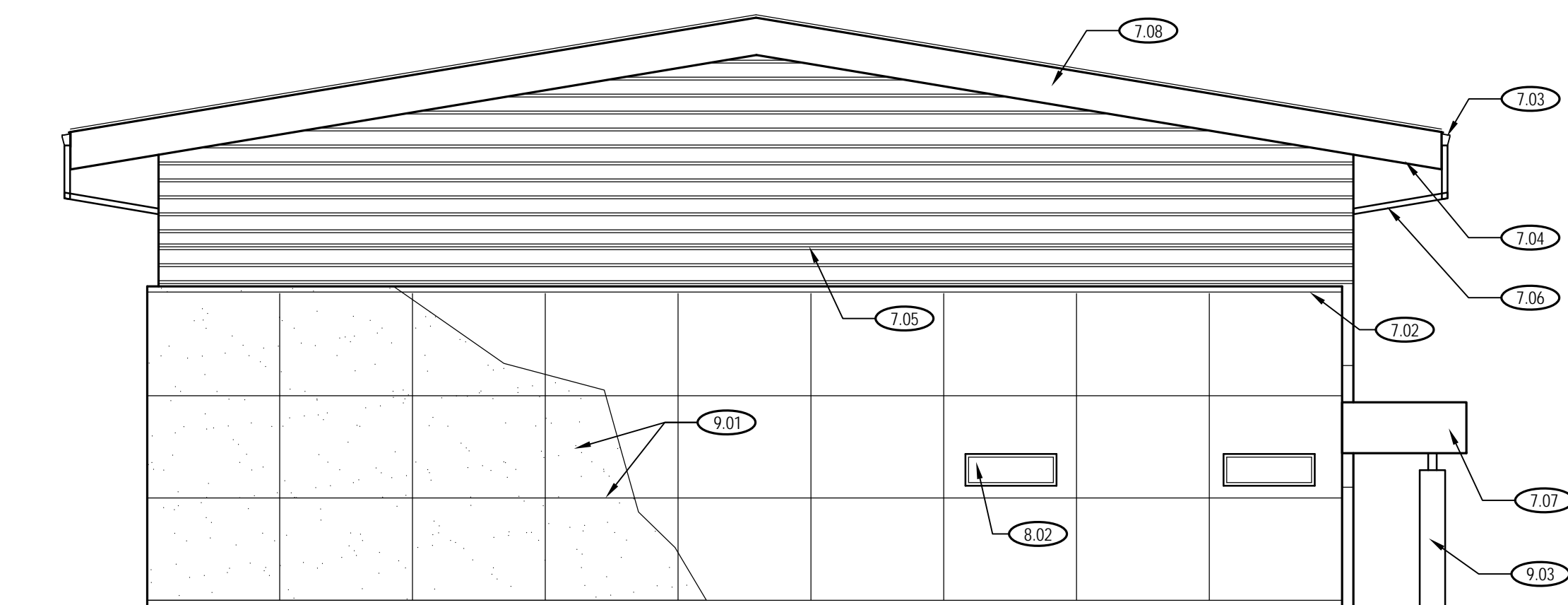
4 WEST ELEVATION

1/8" = 1'-0"

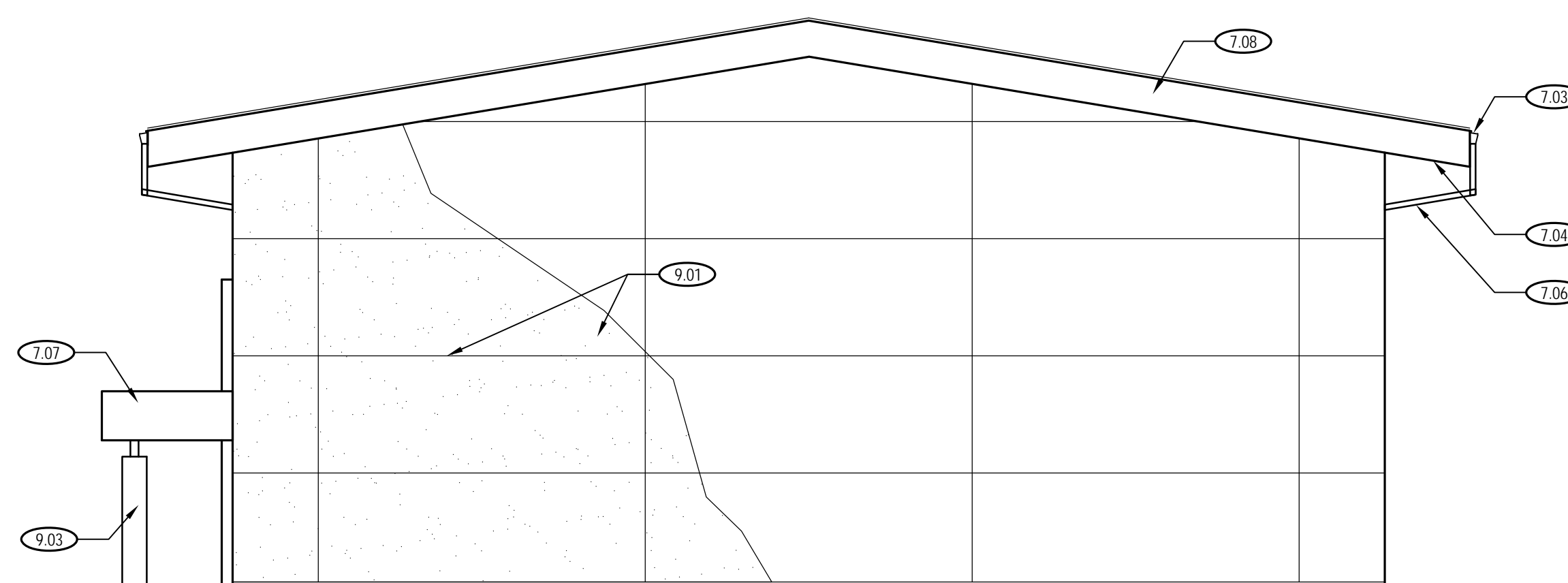


3 EAST ELEVATION

1/8" = 1'-0"



2 SOUTH ELEVATION



1 NORTH ELEVATION

1/8" = 1'-0"



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NOT FOR
CONSTRUCTION

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955 PIEDMONT ROAD
SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

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1376 PIEDMONT RD
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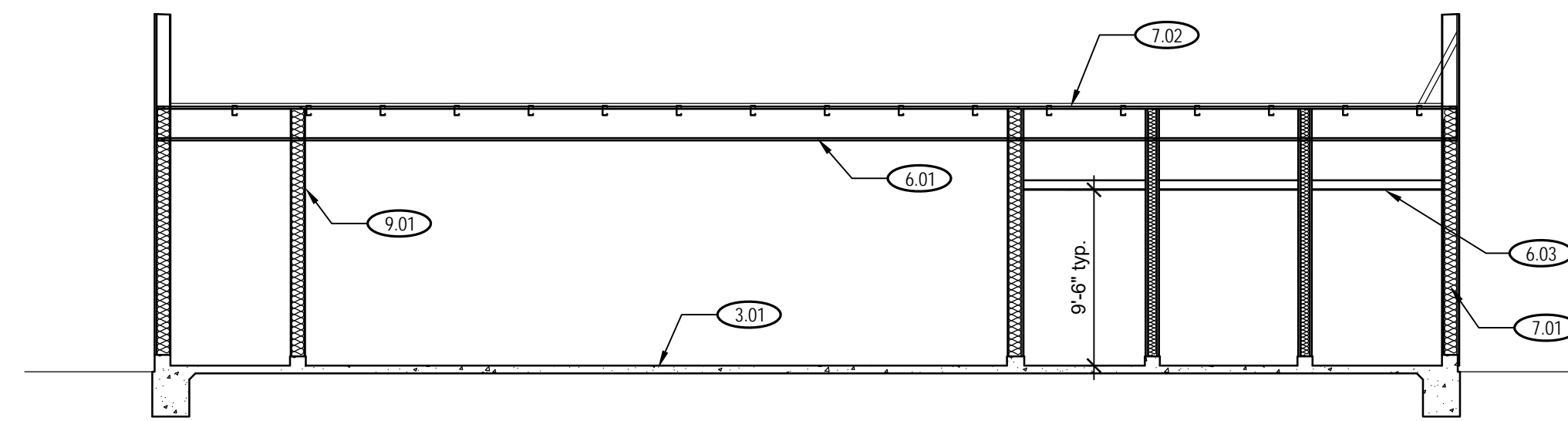
No	Revisions/Submissions	Date
1	Modular Building Bid Set	5/11/2022

Drawing Title

SECTIONS

Project No. 2106	Date April 22, 2022
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CD	Drawing Number A-7.1
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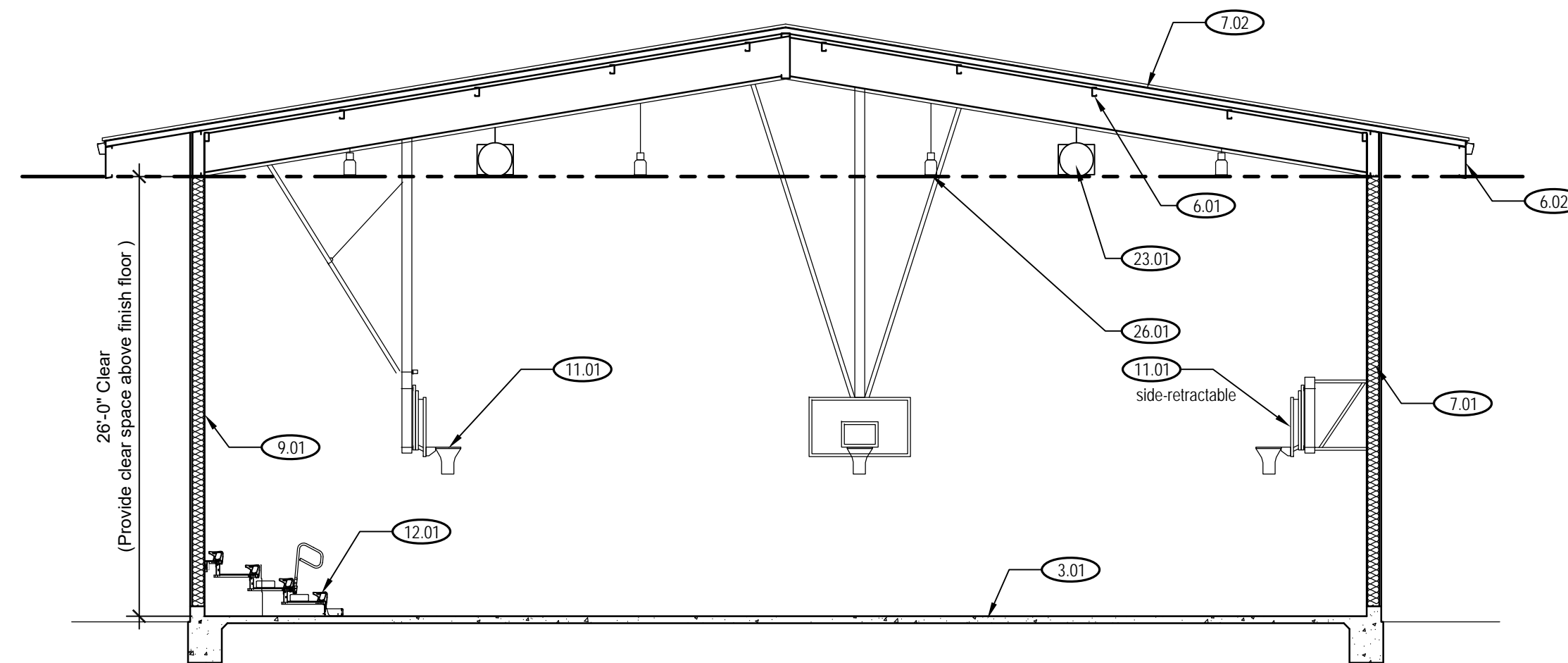


3 SECTION

1/8" = 1'-0"

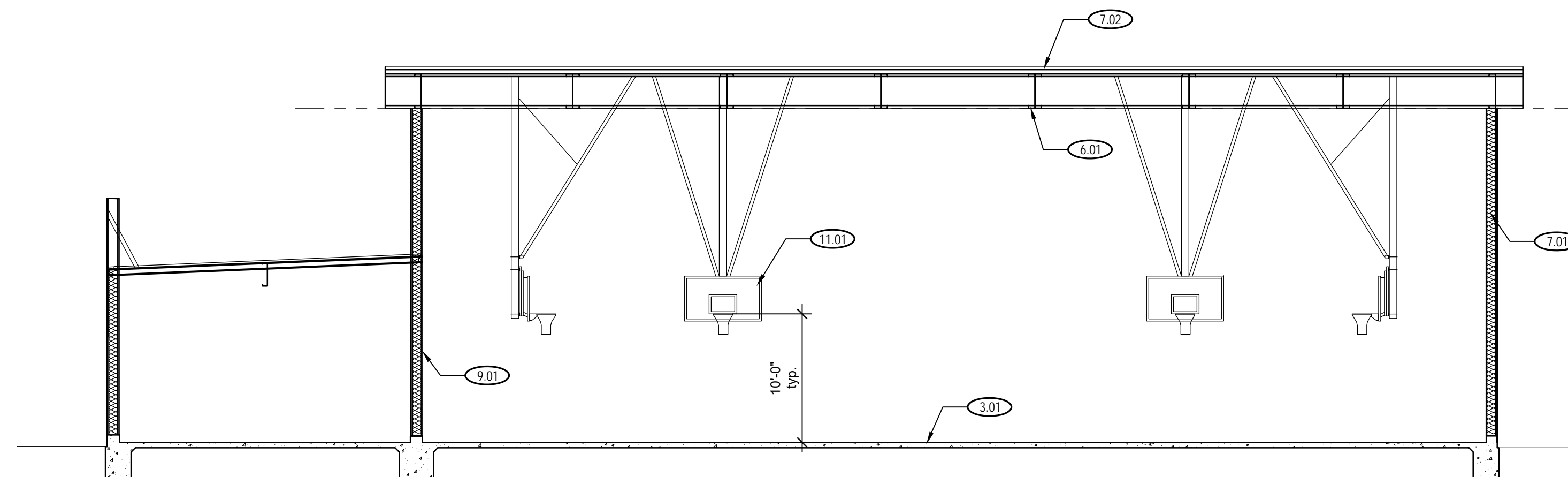
SECTION KEY NOTES

- 3.01 Concrete slab on grade, typ.
- 6.01 Steel roof structure, typ.
- 6.02 Fascia, typ.
- 6.03 Metal ceiling framing and painted gyp bd finish.
- 7.01 Insulation in all walls, typ.
- 7.02 Metal roof and rigid insulation, typ.
- 9.01 Painted gyp bd finish on all walls, typ. See interior elevations for additional info.
- 11.01 Retractable basketball hoops, typ.
- 12.01 Bisachers.
- 23.01 Exposed metal ducts supported from roof structure, typ.
- 26.01 Light fixtures. Coordinate locations with other exposed elements.



2 SECTION

1/8" = 1'-0"



1 SECTION

1/8" = 1'-0"

9.10 INTERIOR ELEVATION KEY NOTES

- 5.01 Aluminum ladder with safety up post to roof access hatch.
- 5.02 Roof structure, where occurs.
- 8.01 Upper windows with frosted glass in restrooms.
- 8.02 Aluminum windows, typ. Provide junction box, conduit and pull string at each window location for future motorized window shades.
- 9.01 Base, typ. see finish schedule.
- 9.02 Epoxy resin flooring with 6" integral base, typ.
- 9.03 Area of painted impact resistant gyp bd within gymnasium, typical all walls.
- 9.04 Area of wall mounted acoustical panels. Provide layout, sizes, etc. that create appropriate sound control and are impact resistant, typ.
- 9.05 Large format ceramic tile backing with schluter strip edges.
- 9.06 Recessed alcove at entry door.
- 10.01 Grab bars, typ. (36" and 42")
- 10.02 Soap dispenser, typ.
- 10.03 Mirror, typ.
- 10.04 Recessed trash receptacle unit, typ. 4" max projection.
- 10.05 Toilet paper dispenser, typ.
- 10.06 Toilet partition, typ.
- 10.07 Sanitary waste receptacle, typ.
- 10.08 Surface mounted paper towel dispenser, typ. 4" max projection.
- 10.09 Hand dryer. Provide power to units.
- 10.10 Toilet seat cover dispenser, typ.
- 10.11 Wall mounted mop holder.
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- 11.02 Wall mounted score board. Extend conduit and controls to the bleachers for a scoring table setup.
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- 11.04 Protective wall pads. Provide at each end of gym. Height to align with top of door frame and shall extend the width of the basketball court. Install over doors too.
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- 22.01 S.S. hi-to drinking fountain with bottle filler and s.s. guards.
- 22.02 Wall hung toilet, typ.
- 22.03 Janitor sink with wall mounted faucet.
- 22.04 Water heater mounted on wall. Provide support system.
- 22.05 Wall hung lavatory, typ.
- 22.06 Wall hung urinal, typ.

DSA: 01 -xxxxxx / File: xx-xx



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CONSTRUCTION

Architect Seal

Project Title

PIEDMONT MIDDLE SCHOOL
955 PIEDMONT ROAD
SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

BERRYESSA UNION SCHOOL DISTRICT
1376 PIEDMONT RD
SAN JOSE, CA 95132

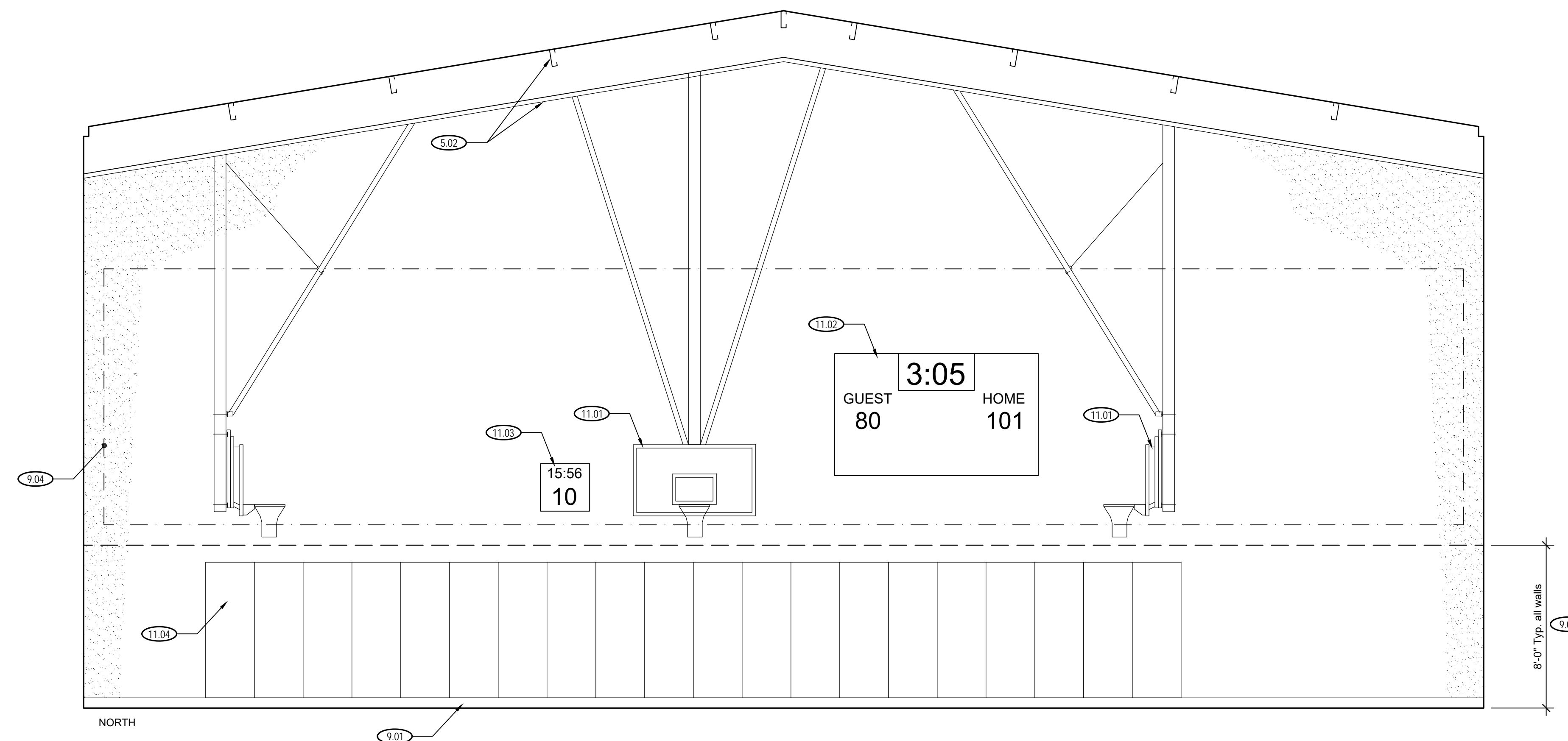
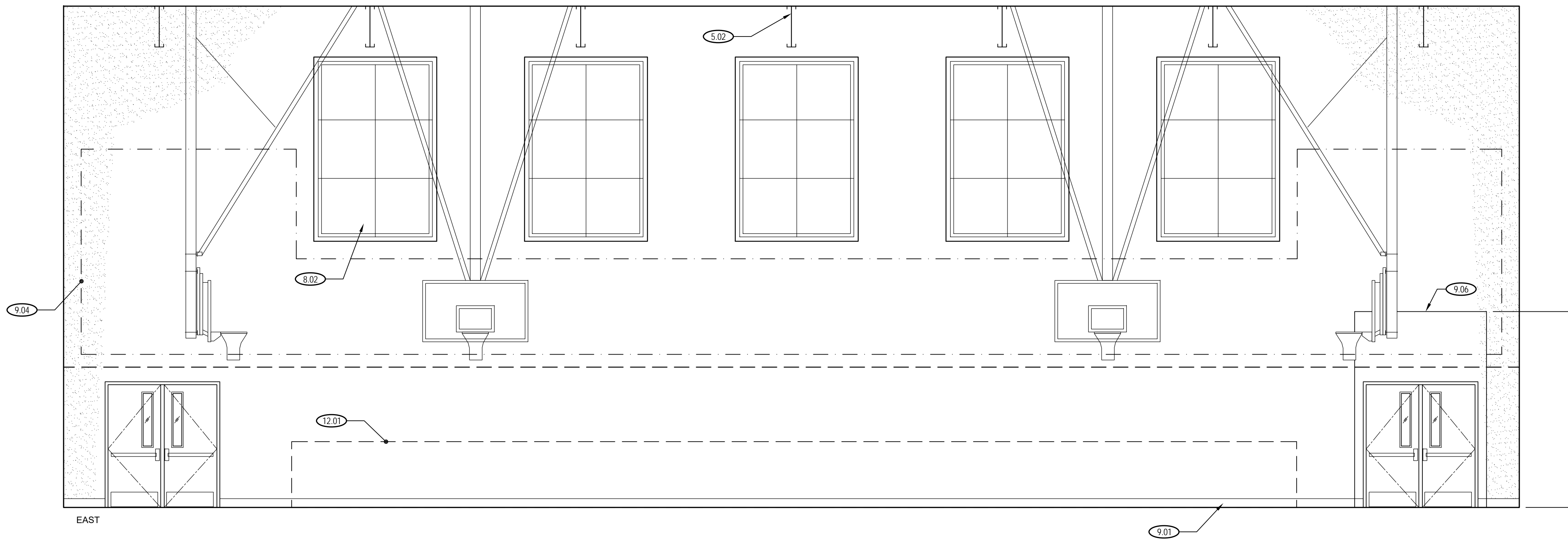
No	Revisions/Submissions	Date
	Modular Building Bid Set	5/11/2022

Drawing Title

INTERIOR ELEVATIONS

Project No. 2106 Date April 22, 2022

CD Drawing Number **A-8.1**



INTERIOR ELEVATION LEGEND

- PAINTED GYPSUM BOARD - See finish schedule
- FRP PANELS - See finish schedule

9.10 INTERIOR ELEVATION KEY NOTES

- 5.01 Aluminum ladder with safety up post to roof access hatch.
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- 8.02 Aluminum windows, typ. Provide junction box, conduit and pull string at each window location for future motorized window shades.
- 9.01 Base, typ. see finish schedule.
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NEW MODULAR GYMNASIUM

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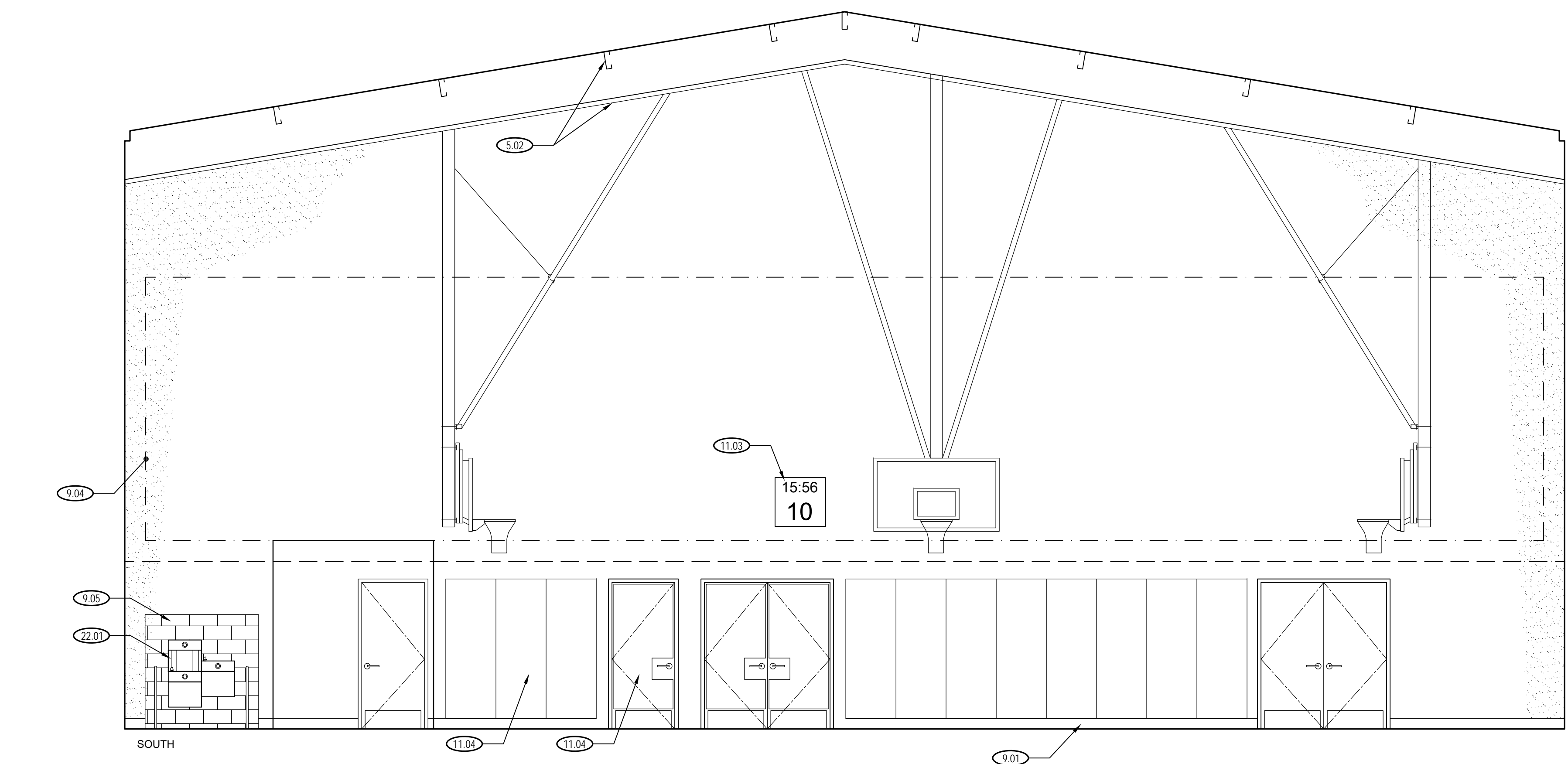
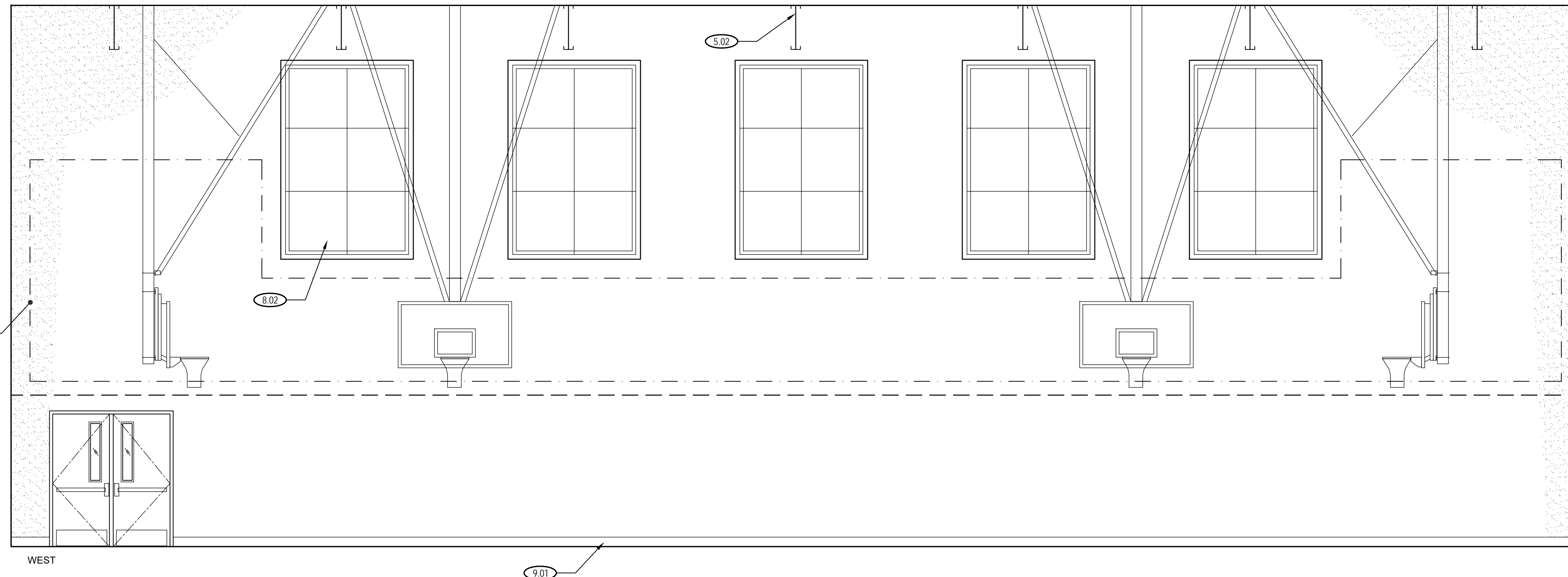
No	Revisions/Submissions	Date
	Modular Building Bid Set	5/11/2022

Drawing Title

INTERIOR ELEVATIONS

Project No. 2106 Date April 22, 2022

CD Drawing Number **A-8.2**



INTERIOR ELEVATION LEGEND

- PAINTED GYPSUM BOARD - See finish schedule
- FRP PANELS - See finish schedule

9.10 INTERIOR ELEVATION KEY NOTES

- 5.01 Aluminum ladder with safety up post to roof access hatch.
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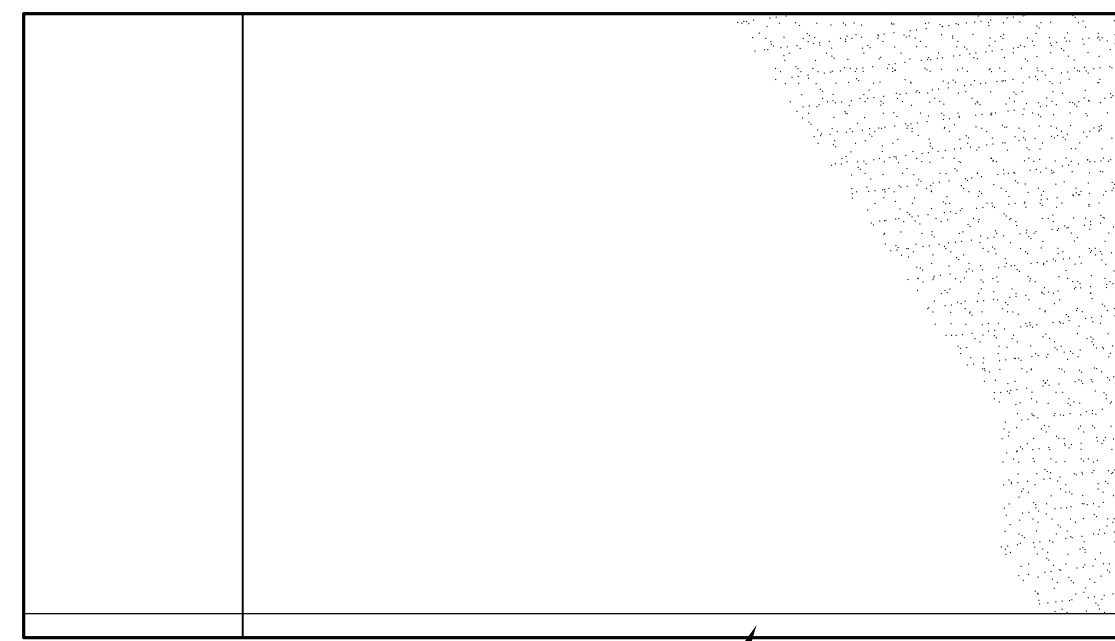
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	Modular Building Bid Set	5/11/2022

Drawing Title

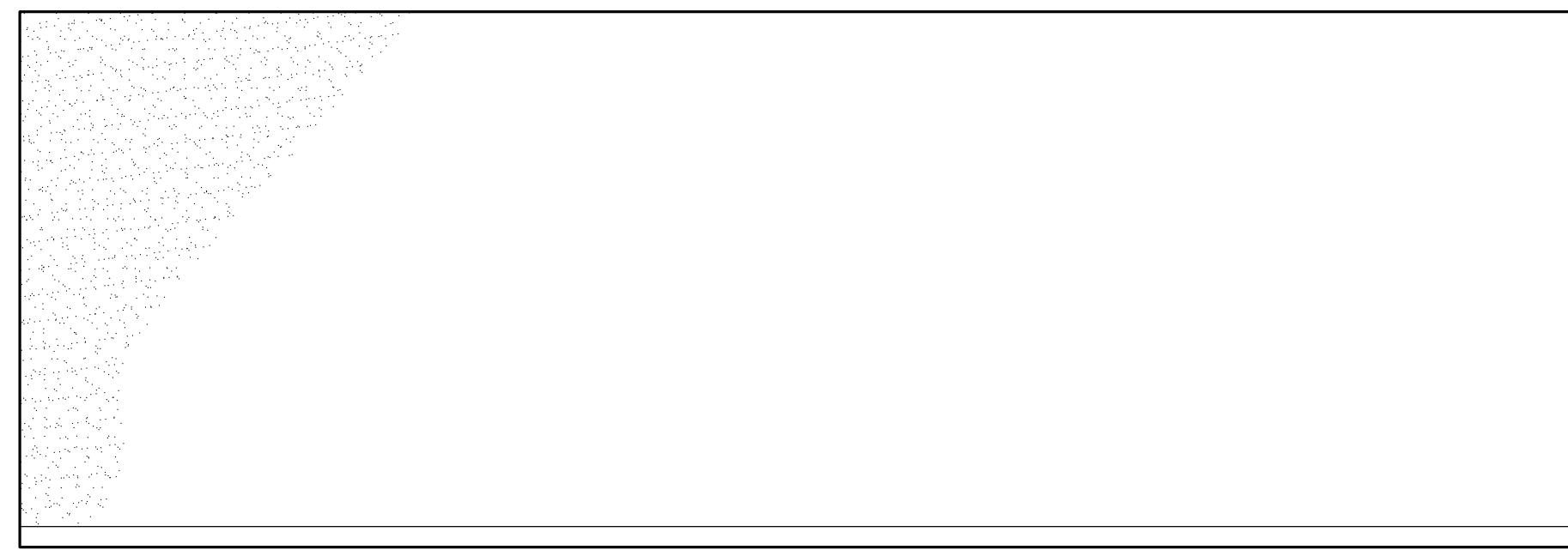
INTERIOR ELEVATIONS

Project No. 2106 Date April 22, 2022

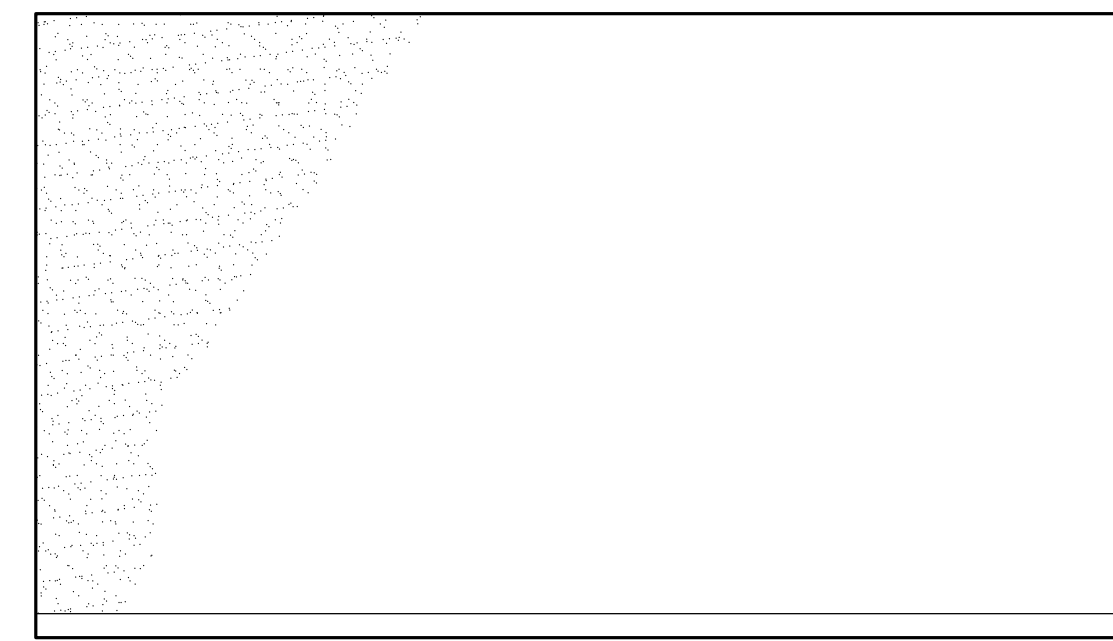
CD Drawing Number **A-8.3**



EAST



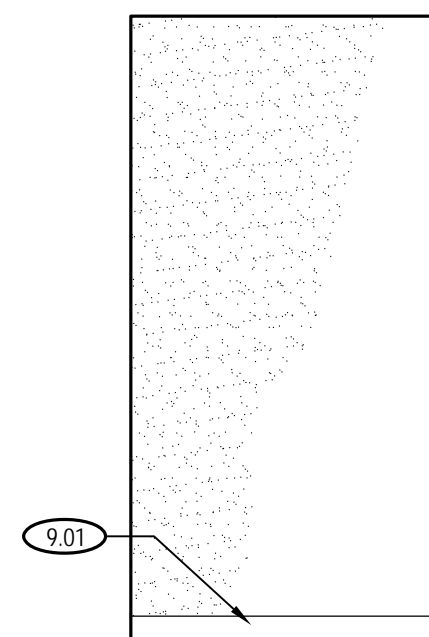
SOUTH



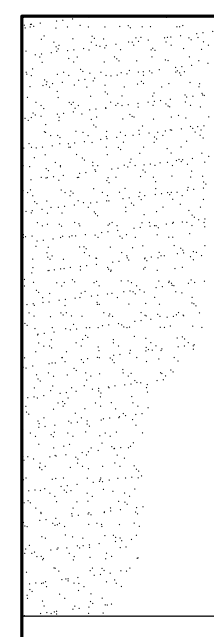
WEST

4 STORAGE 104

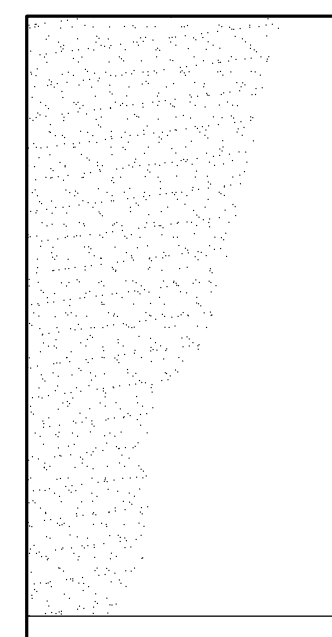
1/4" = 1'-0"



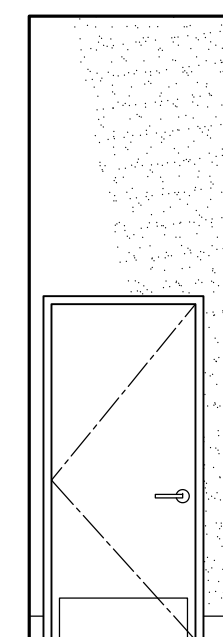
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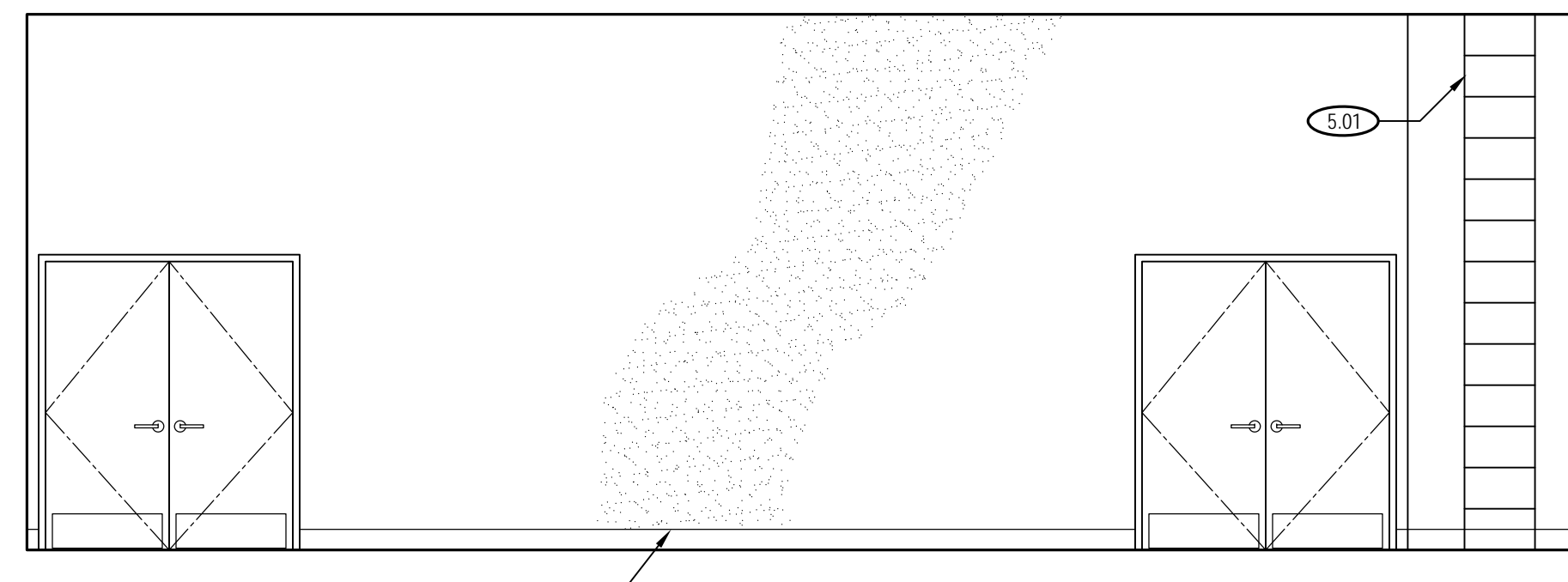
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SOUTH



WEST



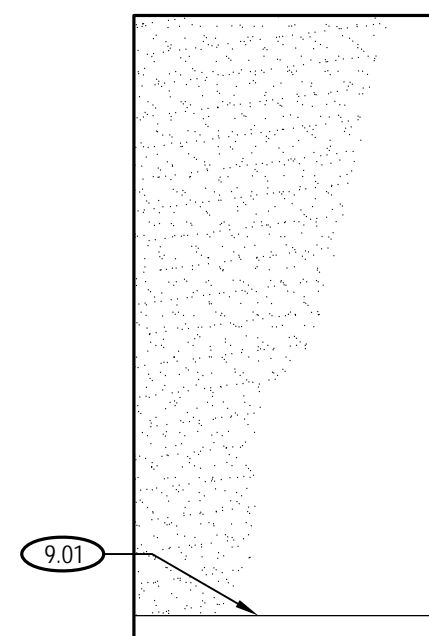
NORTH

2 FIRE RISER 103

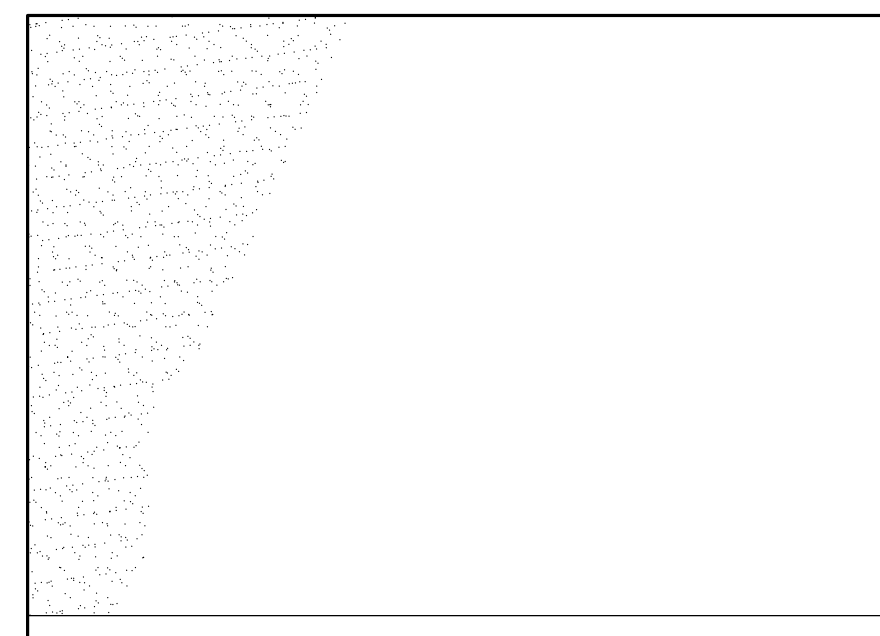
1/4" = 1'-0"

3 STORAGE 104

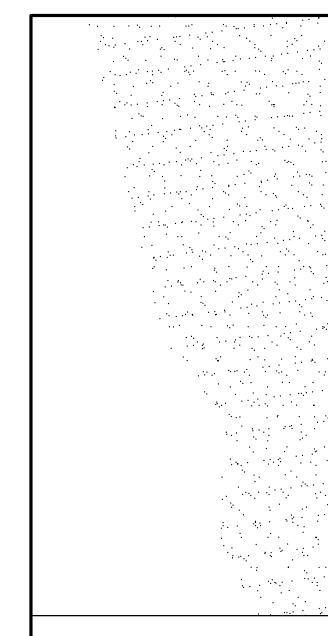
1/4" = 1'-0"



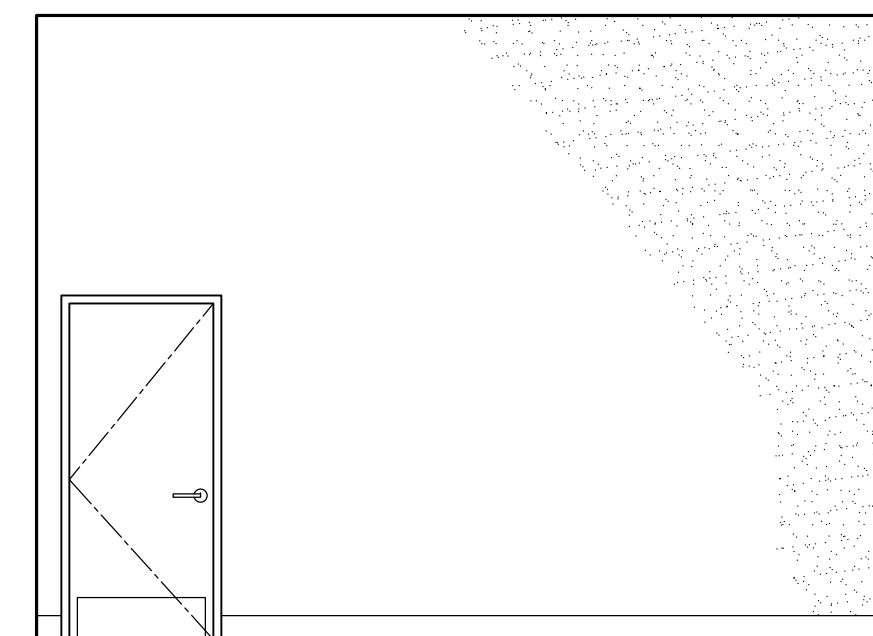
NORTH



EAST



SOUTH



WEST

1 ELECTRICAL 102

1/4" = 1'-0"

INTERIOR ELEVATION LEGEND

- PAINTED GYPSUM BOARD - See finish schedule
- FRP PANELS - See finish schedule

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DSA: 01 -xxxxxx / File: xx-xx



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955 PIEDMONT ROAD
SAN JOSE, CA 95132
NEW MODULAR GYMNASIUM

Client

BERRYESSA UNION SCHOOL DISTRICT
1376 PIEDMONT RD
SAN JOSE, CA 95132

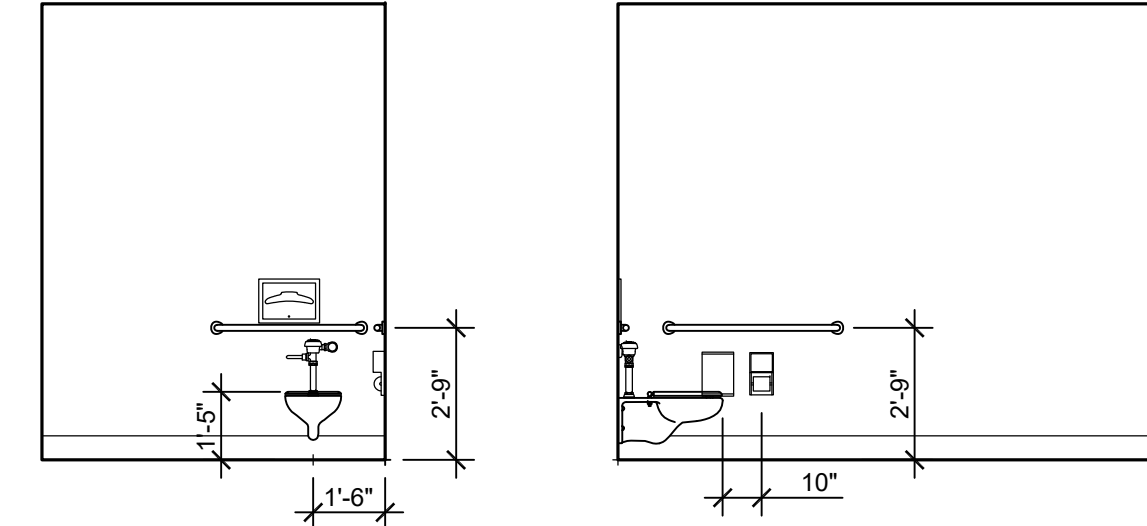
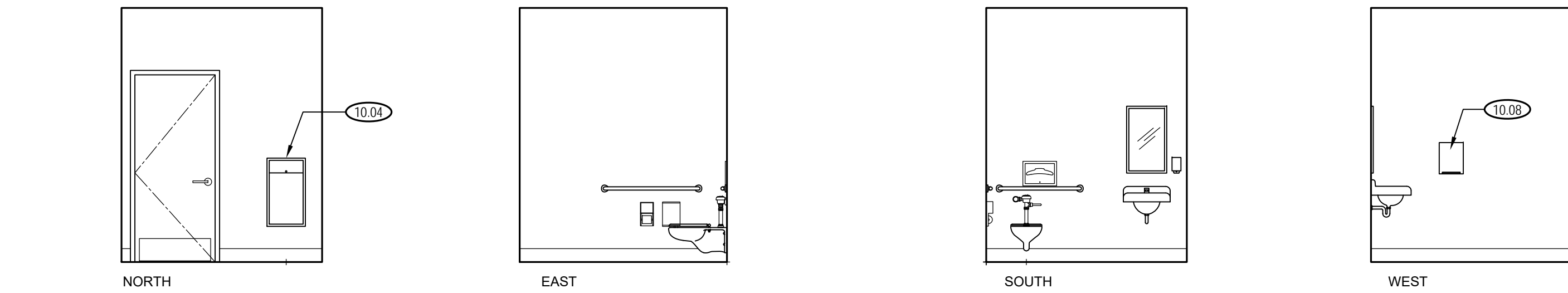
No	Revisions/Submissions	Date
1	Modular Building Bid Set	5/11/2022

Drawing Title

INTERIOR ELEVATIONS

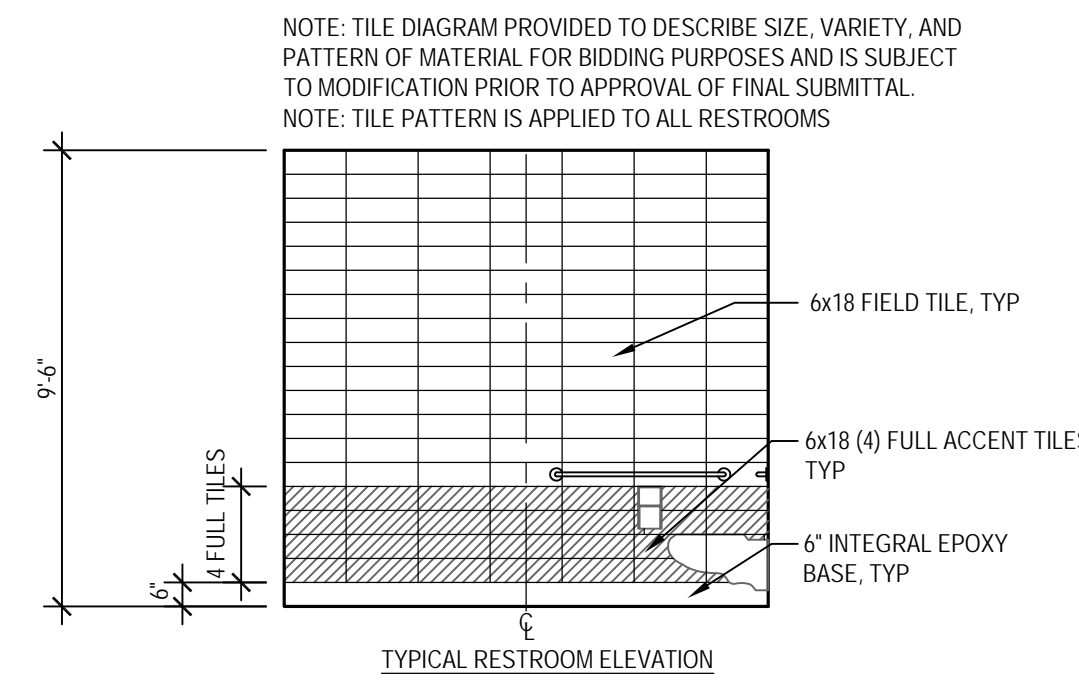
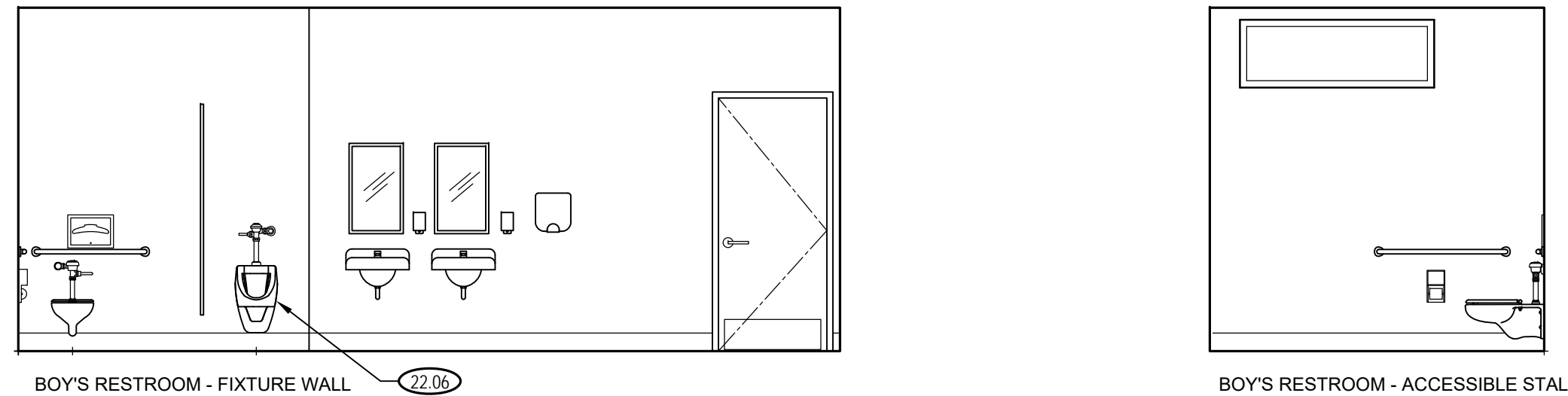
Project No. 2106 Date April 22, 2022

CD Drawing Number **A-8.4**



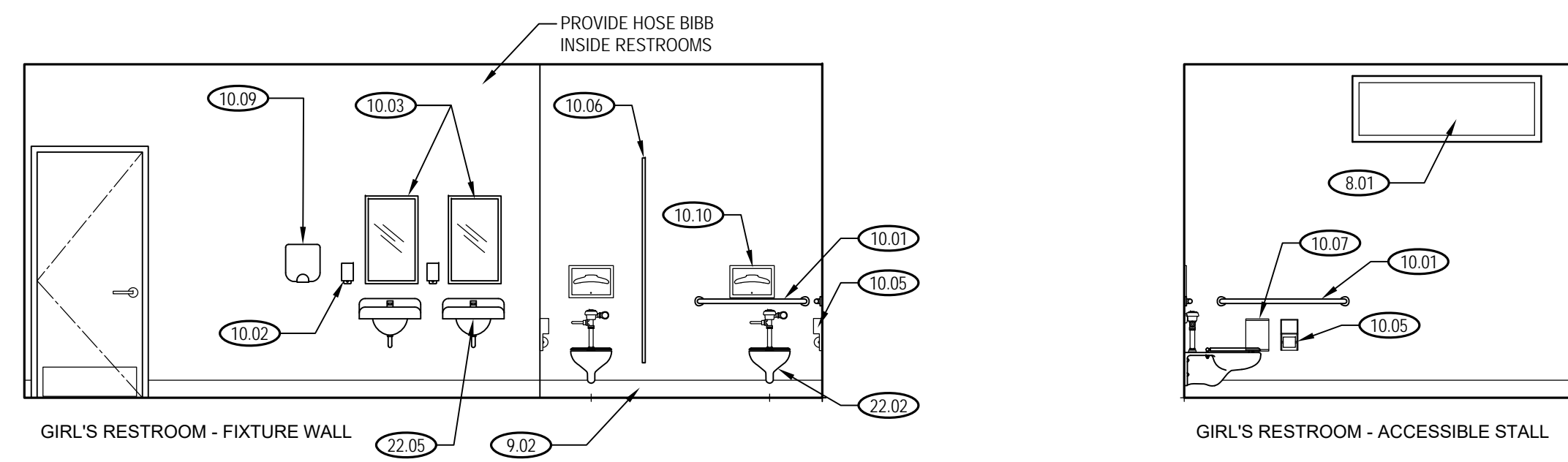
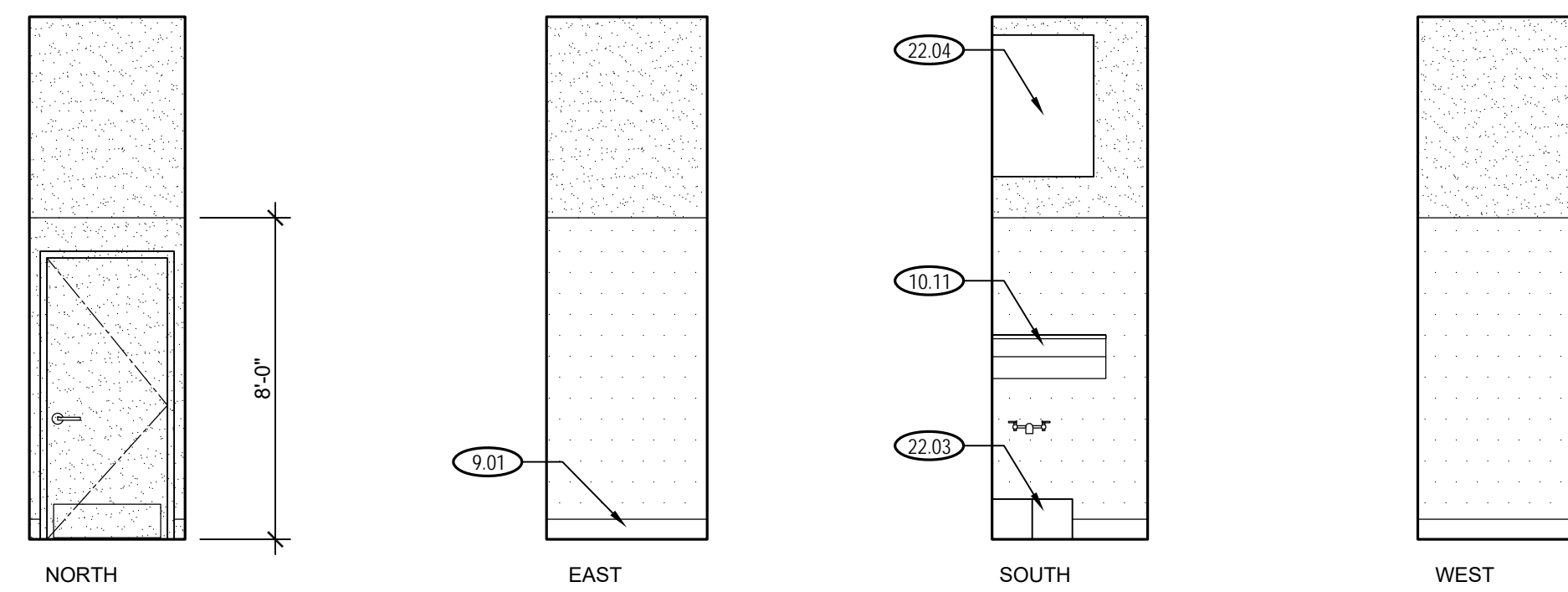
5 RESTROOM 108 (SEE DETAIL 4/- FOR TYPICAL WALL FINISH PATTERN)
(SEE DETAIL 2/- FOR TYPICAL NOTES) 1/4" = 1'-0"

6 TYPICAL ACCESSIBLE STALL ELEVATION DIMENSIONS 1/4" = 1'-0"



3 BOYS' RESTROOM 107 (SEE DETAIL 4/- FOR TYPICAL WALL FINISH PATTERN)
(SEE DETAIL 2/- FOR TYPICAL NOTES) 1/4" = 1'-0"

4 TYPICAL RESTROOM FINISH ELEVATION 1/4" = 1'-0"



INTERIOR ELEVATION LEGEND

- PAINTED GYPSUM BOARD - See finish schedule
- FRP PANELS - See finish schedule

1 JANITOR 105 1/4" = 1'-0"

2 GIRLS' RESTROOM 106 (SEE DETAIL 4/- FOR TYPICAL WALL FINISH PATTERN) 1/4" = 1'-0"



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No	Revisions/Submissions	Date
1	Modular Building Bid Set	5/11/2022

Drawing Title

SCHEDULES

Project No. 2106 Date April 22, 2022

CD Drawing Number **A-10.1**

DOOR NO.	ROOM NAME	DOOR SIZE (W X H)	TYPE	CONSTR.	FRAME	FINISH	RATING	GLAZING	HDWR/GRP	PANIC-HDWR	ROOM SIGNS	NOTES	SIGN NAME	
														GLAZING
101.1	GYMNASIUM	(2) 3070	G	HM	MTL	P	N	T	1	Y	E/ID/OCC	-	-	EXIT / GYMNASIUM
101.2	GYMNASIUM	(2) 3070	G	HM	MTL	P	N	T	1	Y	E/ID/OCC	-	-	EXIT / GYMNASIUM
101.3	GYMNASIUM	(2) 3070	G	HM	MTL	P	N	T	1	Y	E/ID/OCC	-	-	EXIT / GYMNASIUM
102.1	ELECTRICAL	3070	E	HM	MTL	P	N	-	2	N	ID	-	-	ELECTRICAL
103.1	FIRE RISER	3070	A	HM	MTL	P	N	-	2	N	ID	-	-	FIRE RISER
104.1	STORAGE	(2) 3070	F	HM	MTL	P	N	-	3	N	ID	-	-	STORAGE
104.2	STORAGE	(2) 3070	F	HM	MTL	P	N	-	3	N	ID	-	-	STORAGE
105.1	JANITOR	3070	A	HM	MTL	P	N	-	4	N	ID	-	-	JANITOR
106.1	GIRLS'	3070	A	HM	MTL	P	N	-	6	N	RS	-	-	GIRLS'
107.1	BOYS'	3070	A	HM	MTL	P	N	-	6	N	RS	-	-	BOYS'
108.1	RESTROOM	3070	A	HM	MTL	P	N	-	5	N	RS	-	-	RESTROOM

DOOR AND GLAZING TYPICAL LEGEND

- AL = ALUMINUM
- DG = DUAL GLAZED
- (E) = EXISTING TO REMAIN
- FF = FACTORY FINISH
- FR = FIRE RATED
- FRP = FIBERGLASS REINFORCED PANEL
- HM = HOLLOW METAL
- MP = METAL PANEL
- MTL = METAL
- P = FIELD PAINTED
- SFS = STOREFRONT SYSTEM
- SG = SINGLE GLAZED
- SS = STAINLESS STEEL
- STC = SOUND RATED DOOR, FRAME & GLAZING
- T = TEMPERED GLASS
- WD = WOOD
- WG = WIRE GLASS
- Y = YES
- N = NO

EXAMPLE: 3070 = 3'-0" WIDE X 7'-0" HIGH DOOR

DOOR ROOM SIGN LEGEND

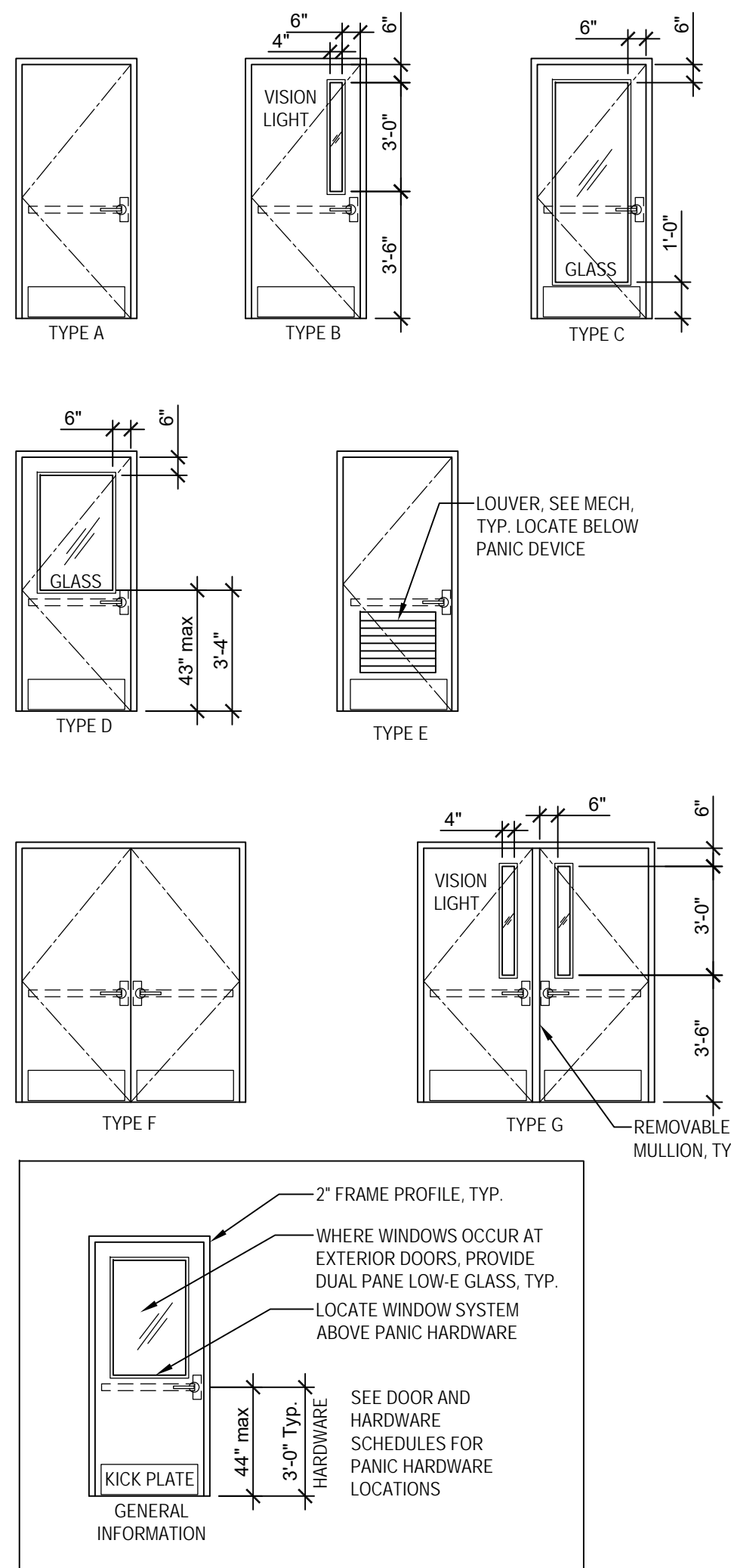
- AR = ACCESSIBLE RAMP SIGNAGE
- E = EXIT SIGNAGE
- ER = EXIT ROUTE SIGNAGE
- FACP = FIRE ALARM CONTROL PANEL SIGNAGE
- FSR = FIRE SPRINKLER RISER INSIDE SIGNAGE
- ID = ROOM I.D. SIGNAGE
- OCC = OCCUPANCY LOAD SIGNAGE
- RS = RESTROOM SIGNAGE

DOOR GENERAL NOTES:

1. All doors to have a clear and level landing on both sides and a 1/2" max difference between the floor/landing and the top of the threshold. Level change greater than 1/2" to be beveled 1:2 max.
2. Latching or locking doors in a path-of-travel are operated with a single effort by level type hardware, panic bars, push-pull activating bars or other hardware designed to provide passage without requiring the ability to grasp the opening hardware.
3. Hand-activated door opening hardware is to be centered at a minimum of 34" but no more than 44" above the floor. Panic hardware shall be installed below door windows or vision lights.
4. Maximum effort to operate doors shall not exceed 5 pounds, with such pull or push effort being applied at right angles to hinged doors except at fire-rated doorways where force required to open be increased to 15 pounds, maximum.
5. The lower 10" of all doors shall be smooth and uninterrupted, to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition (narrow frame doors may use a 10" high smooth panel on the push side of the door).
6. Glazing in exterior doors, sidelights or transoms shall be tempered. Low E & dual pane and shall comply with the Title 24 energy calculations and the color/lit shall be selected by the AOR from the manufacturer's standard color/lit range. **Glazing shall be PPG Solarban 70XL minimum.**
7. Exit doors shall be operable from the inside without the use of a key or any special knowledge or effort.
8. Every required exit doorway serving an occupant load of ten or more shall be of a size to permit the installation of a door not less than 3 feet in nominal width and not less than 6 feet 8 inches in nominal height.
9. Doors and gates to be a minimum of 36" wide to provide a clear width of 32" when open.
10. All classroom door locks and rooms with 5 or more occupants shall be key lockable from inside the classroom. Coordinate this requirement with the specifications.
11. Rooms with an occupant load of 50 or greater shall receive panic hardware at each door provided.
12. Refer to door frame details on sheet A-10.2 for frame profile and attachment.
13. Dimensions noted are +/- per the Owner's as-built plans. Verify door and opening size in field.
14. All signage shall comply with 2019 CBC, chapter 11B.

NOTES:

1. -



ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS								CEILING		NOTES
				NORTH		EAST		SOUTH		WEST		MATERIAL	FINISH	
				MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH			
101	GYMNASIUM	SPF	TS	G	P	G	P	G	P	G	P	MTL	FF / P	1, 2, 3, 4
102	ELECTRICAL	CONC	CB											5
103	FIRE RISER													5
104	STORAGE													5
105	JANITOR													5
106	GIRLS'	ER	ER	CT	FF	CT	FF	CT	FF	CT	FF	G	P	6
107	BOYS'	ER	ER											6
108	RESTROOM	ER	ER											6

FINISHES LEGEND

- C = CARPET TILES
- CAP = CAP SHEET / SCRIM SHEET - PAINTED
- CONC = STAINED & POLISHED CONCRETE
- COV = COVE BASE - 6" INTEGRAL
- CR = CARPET ROLL
- CT = CERAMIC TILE
- (E) = EXISTING
- ER = EPOXY RESIN - W/6" INTEGRAL COVED BASE
- EXP = EXPOSED CEILING / ROOF STRUCTURE - PAINT/STAIN
- FF = FACTORY FINISH / FACTORY COLOR
- FRP = FIBERGLASS REINFORCED PLASTIC
- G = GYPSUM BOARD - TYPE 'X' TYP.
- GP = GLASS PANEL OPERABLE SYSTEM
- GU = GLUE-UP CEILING TILES
- LI = LAY-IN CEILING TILES
- LI-S = LAY-IN CEILING TILES - SMOOTH & CLEANABLE
- MCT = MARMOLEUM COMPOSITE TILES
- MTL = EXPOSED METAL DECK
- N/A = NOT APPLICABLE
- P = PAINT
- PWC = PROTECTIVE WALL COVERING
- SF = SHEET FLOORING
- SPF = SPORT FLOORING
- SS = STAINLESS STEEL WALL PANELS
- TBB = TILE BACKER BOARD
- TBP = TACKBOARD - PANEL WRAPPED VINYL
- TBS = TACKBOARD - SURFACE APPLIED VINYL
- T = T-BAR/SUSPENDED CEILING SYSTEM
- TS = TOP SET RUBBER BASE - Match (E) ht. and install at Cabinets
- VCT = VINYL COMPOSITE TILE (coordinate with Arch. for color/patterns)
- WB = WOOD BASE - Height to be selected by Architect. Assume 6" for bid.
- WD = WOOD DECK
- WM = WALK-OFF MAT

GENERAL FINISH NOTES:

- A. For multiple floor finishes in a room, refer to floor plan and specifications.
- B. For multiple wall finishes in a room, refer to interior elevations and specifications.
- C. For multiple ceiling finishes in a room, refer to reflected ceiling plan for location of each finish.
- D. Paint all exposed surfaces, including all gypsum board, soffits, and trim.
- E. Paint all doors and frames. Remove all signage and mask hardware prior to painting. Reinstall as required upon completion.
- F. Paint all window trim, casing, etc., typ. Windows are factory finished where noted.
- G. Paint all exposed conduits and mechanical devices to match adjacent finish.
- H. (E) exterior surfaces and (E) interior finishes shall be patched and painted to match adjacent surface at all locations of work.
- I. Flooring finishes are to extend into and fill all "open-base" cabinets, typ.
- J. Cut, patch and paint to match (E) adjacent surfaces as necessary, typ.
- K. Kitchen surfaces shall be smooth and where painted provide semi-gloss finish. Provide smooth and washable ceilings in kitchen and associated storage rooms and other kitchen related spaces. If suspended ceiling, tiles shall be smooth and washable.
- L. Finishes shall have a flame spread of <25 and smoke density of <450 with the exception of FRP which has a flame spread of <75.
- M. Where schedule states "% LI or GU", contractor is to replace that percentage of ceiling tiles in the room. Coordinate with Architect in field for exact tile locations, typ.
- N. See interior elevations for other finish materials that may not be noted on this schedule.
- O. Where ceramic tile installation occurs, follow the specifications and TCA requirements.

- (X/Y) = Two materials or finishes (X & Y) are to be provided on the same floor, wall, or ceiling. See elevations or plans for the location of each.
- (E) X = Existing finish or material to remain

GENERAL NOTES:

1. Caulk / seal all (E) and (N) joints throughout rooms prior to painting.
2. Provide Add Alternate for recessed wood flooring system and rubber wall base.
3. Install 3/4" impact resistant gyp bd up to 8' all walls and 1/2" type X above 8' to roof deck. Provide Add Alternate to install 1/2" impact resistant gyp bd full height on all walls.
4. See reflected ceiling plan for acoustical panels to be installed at the roof structure.
5. See interior elevations for acoustical panels to be installed on the walls.
6. Ceiling will be exposed roof structure in this room. Factory painted system or field painted.
7. Provide Durock or DenShield backer board behind ceramic tile.

BID SET

Piedmont Middle School Modular Gymnasium

AT

Piedmont Middle School

955 Piedmont Road
San Jose, CA 95132

-TECHNICAL MANUAL-

May 2022
MDG #2106

Berryessa Union School District

1376 Piedmont Road
San Jose, CA 95132

ARCHITECT

McKim Design Group

4595 Cherry Ave. 1st Floor
San Jose, CA 95118
(408) 927.8110

SPECIFICATIONS FOR

**Piedmont Middle School
Modular Gymnasium**

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1. For additional product information not included in these specifications see attached Product List.

End of Document

Piedmont Gymnasium
Modular Bid Specs

ADDITIONAL PRODUCT INFORMATION – PRODUCT LIST:

(All items listed below are “or approved equal”)

CSI Division 03:

1. Concrete slab and footings – Provide concrete mix design and strength as required to meet all code and ASTM requirements.
2. Concrete finish – where noted on the finish schedule, seal concrete slab with an appropriate sealer. Concrete shall have a smooth finish.

CSI Division 05:

1. Metal studs – provide appropriate sizes, gauges, etc. as required to construct the design intent of the gymnasium as shown on plans.
2. Steel framing - provide appropriate sizes, gauges, etc. as required to construct the design intent of the gymnasium as shown on plans.

CSI Division 07:

1. AEP Span metal siding – Flex Series, smooth panels 1.2FX20C/D-12, 22 gauge. Provide clip attached or direct fastener based on modular building framing system. Install panels Horizontally. Color to be selected by architect from full range of manufacturers colors.
2. AEP Span metal roof system at high roof – Design Span hp, Span-Lok hp or SpanSeam or approved equal in 16” widths and 22ga. Color to be selected by Architect.
3. TPO or PVC roof system at lower roof – either roof system is acceptable. Provide 20 year no dollar limit warranty.
4. Insulation – provide thickness and R value to comply with T-24 energy requirements at wall and roof assemblies.
5. Fire stopping – comply with 2019 CBC.
6. Building envelope underlayment – Provide a WRB membrane that will be warranted by the modular manufacturer and provide a watertight envelope.
7. Joint sealants – provide sealants as required to seal all joints. Acceptable manufacturer Sika.
8. Windows – All Weather series 5000 2.25” thermally broken system with nail flange. T-6 aluminum, fixed window systems. Color to be selected by architect. Glazing shall be dual pane, Low E provided by All Weather.

CSI Division 08:

1. Louvers – provide where required. Units shall be fixed, galvanized formed metal, painted with appropriate net free air and drainable blades.

CSI Division 21:

1. Fire sprinklers – provide the design, engineering and installation of a fully functional fire sprinkler system to be approved by DSA.

CSI Division 22:

1. Plumbing – provide the design, engineering and installation of all required piping, fixtures, etc. for a fully functional system as shown on the plans and DSA approved.

CSI Division 23:

1. HVAC – provide the design, engineering and installation of all required mechanical units, duct work, etc. for a fully functional system and DSA approved. Provide air conditioning within the gymnasium space.
2. Ventilation – provide the design, engineering and installation of all required mechanical units, duct work, etc. for a fully functional system and DSA approved. Ventilation shall occur within the restrooms and other auxiliary areas required per code.

CSI Division 26:

1. Electrical - provide the design, engineering and installation of all required panels, conduit, feeders, devices, etc. for a fully functional system and DSA approved.

CSI Division 27:

1. Paging and Clock System - provide the design, engineering and installation of all required panels, conduit, feeders, devices, etc. for a fully functional system and DSA approved.

CSI Division 28:

1. Fire alarm - provide the design, engineering and installation of all required panels, conduit, feeders, devices, etc. for a fully functional system and DSA approved.

END of DOCUMENT

SECTION 01 10 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE

- A. Work described herein and as shown on the drawings, included within the Performance Specification, shall consist of the production of construction documents, agency approval, modular construction, and installation of the Modular Gym at Piedmont Middle School for Berryessa Union School District under the Base Bid.
- B. The Building shall include modules as shown on the plans.
- C. General outline of work:
 - a. The Modular Building Contractor who is the successful bidder shall produce Design and Construction Documents based on the building design described within these Specifications and submit Construction Documents and obtain approval from the Owner's Architect and from DSA. The contractor is responsible for all structural, mechanical, electrical, plumbing, and fire sprinkler design, engineering, code compliance, etc. Minor modifications to the included plans required to comply with building codes are anticipated and shall be included in the contractor's base bid.
 - b. After obtaining DSA approval, the successful bidder shall fabricate, deliver, and install the modular building at the site. Buildings shall be on **slab-on-grade concrete foundations (raised concrete slabs will NOT be accepted)** with their utilities stubbed as indicated to the outside of the building approximately 15' away. Contractor will be required to provide clearing, off-haul, and grading for the building including all building pad preparation (scarification, baserock, sand, compaction, etc.) and any other site requirements within the area of work that will be required for the contractor to complete his work in conformance with the contract documents and the approved design and plans. This will include any work that must be completed under the building footprint.

1.02 STANDARDS

- A. See **Section 01 80 00 Building Design Criteria** for more specific requirements than outlined in this section.
- B. Construction and finishes shall be as identified in this package. Technical Specifications for products have been included in order to set a **minimum** standard of quality.
- C. All new construction shall comply with applicable sections of Title 19, Public Safety; Title 24, Building Regulations; and the California Amended versions of the Uniform Building, Plumbing, Mechanical and National Electrical Codes, most current editions with California amendments, in effect in 2022.
- D. In addition, the Project shall comply with the 'Regulations of the Accommodation of Physically Handicapped Persons In Buildings and Facilities Used by the Public', (pursuant to Government Code Section 11380.1) as administered by the Division of the State Architect, Access Compliance Section and with the Americans with Disabilities Act, (ADA), Public Law 101-336.
- E. The building and subsystems shall meet the requirements of the California Energy Commission, Energy Conservation Standards for new, nonresidential buildings, Title 24, Part 6, Division T20, Article 2.

1.03 RESPONSIBILITY OF CONTRACTOR

- A. It is the intent of these specifications that all responsibility for the erection and completion of the work in accordance with the plans and specifications is upon the modular building contractor with whom the Owner enters into a contract for the work hereinafter described. The Contractor shall be

responsible to the Owner for the acts and omissions of his employees, subcontractors, and their agents and employees, and other persons performing any of the work under a Contract with the Contractor. Such terms as "the plumber, "the electrician", "other contractors", "this contractor", "work by others", "cooperate with others", "by others", and similar expressions, shall be deemed to refer to the modular building contractor.

- B. The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests, or approvals required or performed under the Contract documents by persons other than the Contractor.
- C. The Contractor shall employ a job superintendent acceptable to the Owner who shall be at the project site full-time as a single point of contact.
- D. The Contractor shall take care to protect all new materials from damage. The Owner has the right to reject materials damaged by Contractor's negligence.
- E. See the General Conditions.
- F. Refer to the **Modular Scope Matrix** at the end of this section that delineates the scope of work between the modular manufacturer and the site contractor/owner.

1.04 WORKMANSHIP

- A. It is the intent of these specifications that all workmanship be neat and skilled in every respect and that only new materials be used to render a fully completed and finished job. If, in the course of the work, cutting and patching is required, then any evidence of the same shall be rendered indiscernible and the whole of the renovated area shall present, upon acceptance, the appearance of new work.

1.05 SEPARATE CONTRACTS

- A. The Owner has the right to award separate contracts for work at the site. The Contractor shall coordinate his work with that of the other Contractors performing other work on the site under separate contracts, as well as work performed by Owner personnel.
- B. See attached scope matrix at the end of this section for additional clarification to the scope of work.

PART 2 ALLOWANCES

- A. Contractor ***shall include an allowance of \$30,000 in his base bid*** for unforeseen conditions. Any work billed to this allowance must first be approved by the Architect in writing. At the completion of the project, and unused portion of the allowance shall be credited back to the District as a change order.

PART 3 EXECUTION - NOT USED

END OF SECTION

Modular Scope Matrix		Section 01 10 00	
Piedmont M.S. Gymnasium			
DESCRIPTION	MODULAR MANUF.	SITE CONTRACTOR	
1 Sawcut, demolition, grading, import, export, off-haul of spoils under building and 15' away from building perimeter. There will be overlap with the site contractor.	X		
2 Compaction and pad preparation for building.	X		
3 Excavate foundation footings.	X		
4 Provide/install concrete foundation.	X		
5 Site demolition, excavation, grading and site prep to face of building.			X
6 Foundation backfilling/compaction around perimeter of building.			X
7 Site concrete flatwork.			X
8 Foundation drains stubbed to 15'-0" from perimeter (single POC).	X		
9 Provide/install foundation/building flashing.	X		
10 Exterior stucco finish (3 coat system) and control joints / reveals.	X		
11 Exterior stucco painting.	X		
12 All exterior GSM flashing.	X		
13 Import/export soils as required for building pad.	X		
14 Door hardware and installation.	X		
15 All bathroom accessories (soap & towel dispenser, etc) and plumbing fixtures.	X		
16 Clock-speaker/intercom - design and install all required devices, conduit, boxes and wiring throughout building and terminate at IDF cabinet via PoE. Include a speaker in each restroom.	X		
17 Fire alarm - design entire system to meet code and DSA requirements and install all required conduit, boxes and pull strings throughout building and terminate at IDF cabinet.	X		
18 Fire alarm - Install all required devices and wiring throughout building and terminate at IDF cabinet via PoE. Extend existing FA system from existing Building F to new building IDF. This includes site conduit.			X
19 Security - install conduit, boxes and pull strings throughout building to door contacts and exterior cameras at all building corners. District will notify building contractor which security system they would like. District will identify camera model numbers and building contractor shall purchase and install. Building contractor shall install fiber between cameras and IDF.	X		
20 Security - extend conduit and wiring from existing Building F to new building & terminate at IDF.			X
21 Audio Visual - provide conduit, boxes and pull strings throughout the gymnasium space at selected locations (district to identify) for future speakers, projector, screen and microphone.	X		
22 Data - provide and install a IDF cabinet (selected by District, contractor purchase and installed) with (2) 24 port patch panels and (1) switch. Install the patch panel and required wires, district will provide and install the switch. IDF shall be wall mounted and the room shall be ventilated. Include (1) 4 plex outlet next to the IDF cabinet. District to provide and install a UPS. Provide and install all required conduit, boxes, ports and wiring throughout the building and terminate at the IDF. Fiber shall be 12 strand, single mode. Cabling shall be CAT 6A.	X		
23 WAP - Install (2) exterior and (1) interior OFCI WAP devices. District to program devices.			X
24 Phone - provide and install all required conduit, boxes, device and wiring throughout the building.	X		
25 Install fiber from MDF (existing Admin office) to IDF inside building through existing site conduit.	X		
26 Install main power conduit and pull strings to 15' from the building electrical room.			X
27 Install main power conduit and pull strings from building electrical panels to 15' outside building.	X		
28 Install main power feeders from existing campus MSB (next to main parking lot) to building electrical panels through the existing site conduit and energize panels.	X		
29 Provide 3-phase NEMA-1 electrical panel, sub panels, breakers and wiring to all interior devices.	X		
30 Install all required conduit, boxes, outlets and wiring for power outlets throughout the building.	X		
31 Water stub-out to single point of connection.	X		

Modular Scope Matrix		Section 01 10 00	
Piedmont M.S. Gymnasium			
DESCRIPTION	MODULAR MANUF.	SITE CONTRACTOR	
32 Electric HVAC and water heater connection to disconnect and electrical panel.	X		
33 Stub building downspouts and roof drains to 15' outside the building perimeter.	X		
34 Downspout and roof drain connection to storm drain system.		X	
35 Stub water to a single point of contact 15' outside the building perimeter.	X		
36 Connect building water stub-out to site water.		X	
37 Water heaters and connections.	X		
38 Toilet room signage.	X		
39 Stub sewer to single point of contact 15' outside the building perimeter.	X		
40 Connect building sewer stub-out to site sewer.		X	
41 Stub Condensate drain to single point of contact 15' outside the building perimeter.	X		
42 Connect condensate drain to sewer system.		X	
43 Project signage (all project signage).	X		
44 Floor covering.	X		
45 Establish/maintain building corners/surveying.	X		
46 Construction keying.	X		
47 Master keying (building contractor and District to coordinate).	X		
48 Temporary utilities.	X		
49 Install fire sprinkler system throughout building including riser 15' outside the building.	X		
50 Connect building fire riser stub-out 15' from building to site fire water.		X	

SECTION 01 80 00
BUILDING DESIGN CRITERIA

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

A. Document Preparation and Division of State Architect Approval:

1. The Modular Building Contractor shall prepare complete Construction Documents based upon the design shown and described within this Specification.
2. The Construction Documents prepared by the Modular Building Contractor shall follow exactly the size and character of the drawings contained in the drawings. Construction Documents will take into consideration minor variations in plans and exterior finishes. This Specification shall be a minimum guideline for the quality of products and construction to be produced for the **Berryessa Union School District**. It is understood that the plans included herein are guidelines and there may be conflicts with the specific modular framing system which require minor modifications to the building plans including window locations, door locations, and the location of mechanical units to allow proper ducting for the system to function. These modifications are the responsibility of the modular building contractor and shall be worked out with the Architect of Record after award. All required modifications are to be included in the contractor's base bid.
3. Structural, Mechanical, Plumbing, Electrical, and Overhead Spinrkler systems shall be designed by the Modular Contractor following this Specification as a minimum guideline.
4. The Geotechnical report for the site is included for use in designing the slab-on-grade foundation system. No raised concrete slab shall be acceptable. Concrete slab must be in contact with building pad (no metal decking of any sort).
5. The Modular Building Contractor shall prepare a project specific set of documents for the **Berryessa Union School District** and shall submit the plans to DSA for approval. It shall be the Modular Building Contractor's responsibility to respond to plan check comments from DSA and obtain final plan check approval for the Modular Building Construction Documents. The modular manufacturer may be required to attend the DSA over-the-counter meeting with the Architect at the Architect's option.
6. The timeline to complete the document preparation and obtain DSA approval shall comply with the schedule described in the Contract with the District.
7. **Submittal of Building Plans to obtain DSA approval shall be by the Modular contractor. The Modular Building Contractor shall pay the DSA plan check fees for this approval and cover all fees associated with the preparation of the documents and obtaining the DSA approval.**
8. **McKim Design Group** shall be the Architect of Record and shall be responsible for obtaining DSA approval for site specific plans which shall include the building footprint as shown in the drawings. When the Modular Building Contractor obtains DSA approval for the custom modular building plans, they shall provide these plans to McKim Design Group within four days of their approval. McKim Design Group shall attach these approved plans to the site plan, and be responsible to obtain DSA approval for the buildings set on the site.
9. Modular Manufacturer may use their previously approved PC plans with current DSA approval as a comparison set or a base set, however, the Modular Building contractor shall prepare custom drawings for **Berryessa Union School District** meeting all of the requirements of these bid documents.

B. Site Demolition, Off-haul of spoils, Excavation, Grading

1. Temporary Fencing shall be provided by the District.
2. The Modular Building Contractor shall contact a utility locating company to locate all utilities in building area prior to beginning work including 20' beyond the building footprint.

3. The Modular Building Contractor will be provided a rough-graded dirt area approximately 12" below the designed finish floor elevation of the Gym building. This area will be generally level and extend approximately 5' beyond the footprint of the building. The District will remove all trees, fencing, or other items within the area of work that need to be demolished.
4. The Modular Building Contractor shall be responsible to provide all addition rough and finish grading, excavation, soil and base preparation, etc. as required for the building foundations and remove surplus materials from site in order to reach the design elevation for the finished floor. Pad shall be over-cut as required but no less than 5'-0" beyond the exterior foundation.
5. The Modular Building Contractor shall grade and compact the building pad as required to prepare the building area to receive the building foundation. This shall include import or export of materials, base rock, drain rock, sand, vapor barriers, etc. as required by the design of the foundation system as provided by the Modular Building Contractor. All work shall conform to the attached Soils Report.
6. Contractor shall off-haul all spoils and excess soils.
7. Contractor shall trench for any under-floor utilities as required for the building designed by the Contractor or for the system required by the building.

C. Building Construction:

1. The Modular Building Contractor shall provide ALL WORK necessary to construct the building per plans.
2. The Modular Building Contractor shall provide all under-foundation utilities required to provide the SINGLE POINT OF CONNECTION required at each building for all utilities. Install any under-slab or under-floor utilities per requirements and current code. The Modular Building Contractor is required to provide all work necessary to allow a single point of connection for all utilities (per building, not per room) including running utilities together underground outside the building footprint or overhead within the building above the ceiling, or under the slab, to the point of connections shown on the plans. Routing plans shall be submitted to the Architect for approval prior to beginning work.
3. Utilities including water and sanitary sewer shall be capped and pressure tested. Inspector of Record (IOR) to observe. Connections to utility services will be provided under a separate bid package by the District.
4. **All utilities shall be run INSIDE the walls – no exterior surface mounted conduits or utilities shall be allowed.**
5. Empty conduit for security, telephone, fire alarm, public address, data, solar systems, and cable TV and empty boxes for associated devices within the Building shall be installed by the Modular Building Contractor, as shown on drawings herein, per the **Electrical Design Criteria section 01 80 20** and as additionally required per code, DSA and terminated in the accessible ceiling spaces.
6. The fire alarm system shall be design-build. See the Electrical Design Criteria 01 80 20 for additional requirements.
7. Delivery, assembly and installation of the modular buildings shall be the responsibility of the Modular Building Contractor.
8. Interior and exterior fixtures, casework, bleachers, finishes, trim and water protection shall be installed by the Modular Building Contractor. Water heaters, accessories, etc. as shown on the plans shall be installed by the modular building contractor.
9. Electrical and mechanical systems shall be installed by the Modular Building Contractor. Systems shall be tested by the Modular Building Contractor after the Owner, under separate contract, has connected the power to the Building's electrical panel.
10. The Modular Building Contractor shall produce a shop drawing indicating the single point of

connection for electrical power, water, sewer, low voltage and communications services. The shop drawing shall indicate location of empty conduit for security, telephone, fire alarm, public address, data, and cable TV. Refer to **Electrical Design Criteria 01 80 20** for additional requirements.

10. Building components shall be fabricated in plant and/or on-site in accordance with the DSA approved plans obtained by the Modular Building Contractor. Components shall be erected on-site and secured to foundations prepared by the Modular Building Contractor.
11. Building shall be completely closed in and secured in a weatherproof condition.
12. The Modular Building Contractor shall work with and coordinate with other contractors hired by the District to provide site utilities, site finishes, building low voltage systems, etc. Modular Building Contractor shall include time required for coordination in his base bid.
13. The Modular Building Contractor shall meet weekly at the job site with the Architect during construction and/or as outlined in the Specifications.

1.2 RELATED WORK

- A. The Owner shall provide the site work and will oversee a Site Work Construction Contract concurrent with the Modular Building Project.
- B. The Owner shall be responsible for locating and identifying all electrical, telephone, signal, plumbing, drainage or other underground utilities which are to serve the building or may be disturbed by this building project.
- C. The Owner shall remove trees, shrubs, fencing and other site features as required to provide clear access to the site for installation of Buildings except where identified in this document for the contractor to remove or demolish.
- D. The Owner, under a separate contract, shall install underground water and sewer to the points of connection shown on the plans and connect to utilities stubbed out by the Modular Building Contractor. The Owner shall connect the utilities and rain water leaders to the storm drain, grade for drainage around building, install flatwork and landscaping around the Buildings.
- E. The Owner shall bring power systems and communications conduit to within 15' of the Modular building perimeter. See Modular Scope Matrix 01 10 00 and Electrical Design Criteria Section 01 80 20 for additional information.
- F. The Modular Building Contractor shall coordinate his concrete foundation work and building delivery schedule with the Owner and the Architect. It is the intent that the Owner will run separate contracts concurrently with the modular building contractor in accordance with the schedule outlined by the Architect. All contractors shall meet at the site with the Architect and a representative of the Owner early in the project to coordinate timing of events.

1.3 WARRANTY

- A. The Modular Building Contractor and subcontractors shall guarantee in writing, individually, to the Owner that they will repair or replace any or all work, (together with any other work which may be displaced, damaged or marred in so doing) that may prove defective in failure to conform to contract provisions and requirements workmanship and materials within two years from date of acceptance of the work by the Owner, without any expense whatsoever to the Owner. Ordinary wear-and-tear and unusual abuse or neglect are excepted.

1.4 COMPLIANCE WITH ENERGY REGULATIONS

- A. Modular building envelope and equipment supplied by the building manufacturer shall comply with the applicable energy design requirements for non-residential buildings as regulated by Title 24. The building supplier or manufacturer shall provide computations and complete compliance forms for

submittal to the State and the Architect. Modular Building Manufacturer shall also comply with all CalGreen and DSA GL-4 requirements and provide documentation at the completion of the project to the owner and Architect verifying all requirements were met.

1.5 BUILDING DESIGN CRITERIA

a. Occupancy	A-4 (or as shown on plans)
b. Type of Construction	Type V-N, rated walls as required
c. Seismic	See site location
d. Wind Load	Exposure "C", verify with site location
e. Foundation Soil Bearing	Per Geotechnical Report
f. Roof Live Load	20 P.S.F. *See solar panel information below
g. Walls	20 P.S.F. for partitions
h. Floor Live Load	N/A – concrete slab
i. Clear Ceiling Height	26' Clear – No obstructions below 26'-0" in Gym.
j. Modules	Moment-Resist Steel or Metal/Wood Shear Wall
i. Solar Panel – Future	Design roof system (metal roofing attachments) and building system (lateral and bearing) to support an additional eight (8) lb/sf solar panel roof load. Design shall support solar rack system clamps similar to those manufactured by Unirac Metalx. Refer to: https://unirac.com/metalx/

A. General Building Description

1. Size: Modular size shall be nominally 12 x 70'-3". Building shall be clear span construction with no interior columns or pilasters.
2. Structural System: Shall be two dimensional moment resisting steel space frame with or other DSA approved methods of construction including shear wall design as appropriate.
3. Foundation: Concrete slab-on-grade, with foundation system designed to meet the requirements outlined in the geotechnical reports recommendations.
4. Floor System: Slab-on-grade.
5. Roof System: Shall be a steel frame with metal deck and/or other structural systems as required.
6. Roofing: Shall be standing seam metal roofing with building paper or other water-protective material per roofing manufacturer's recommendation for the design slopes.
7. Walls: Shall be metal or wood stud non-load bearing walls with exterior plywood and field applied 3-coat cement plaster system finish (30/30) along with metal siding panels per elevations. Interior and exterior finishes must appear as if they were finished in the field and limit seam lines. No mod-lines shall be visible on the interior or the exterior of the building. Gypsum board or other finishes shall completely cover and hide the mod-lines on the interior, and the cement plaster shall completely cover and hide the mod-lines on the exterior.
8. Mechanical System: Shall be roof mounted package units providing adequate heating and cooling for the Gym space. Units shall be **ALL ELECTRIC** as there is **NO GAS** provided at the site or to the building. Units shall be manufactured by Trane, Carrier, or Equal. HVAC units to be controlled by individual thermostats with locations to be determined. Units shall meet Title

24 for efficiency. Ducts shall be fully concealed OR exposed depending on final design and building contractor. Ducts may not run on roof.

9. Exhaust Fans: Provide exhaust fans vented through the roof at the restrooms, and the electrical room. Fans at restrooms shall be switched on with the lights and shall have a delayed shut-off relay allowing fan units to run for up to 10 minutes after the lights have been turned off. Electrical room fan shall be on a thermostat.
 10. Plumbing System: Provide all plumbing as shown on the plans and called for in the specifications. Also provide a minimum of one (1) floor drain with trap primer in each restroom and one hose bib in each restroom (under sink). Include (1) hose bib on the roof. Include an electric hot water heater within the janitor room, wall mounted, to serve the janitor sink.
 11. Sinks, Bubblers, Faucets and Shower Enclosures
 - Toilets: Kohler Elongated Flush Valve Toilet (Wall Hung) or with Royal Model Flushometer.
 - Urinals: Kohler brand urinal with Royal Model Flushometer.
 - Lavatories: American Standard wall hung to comply with code.
 - Drinking Fountain: Elkay model with bottle-filler, no filtration as required to meet code.
 - Faucets: Elkay.
 - Trap Primers: Provide trap primer to all floor drains located in toilet rooms (3 minimum).
 - Floor Drains: Locate, provide, and connect all floor drains to sanitary sewer system. Provide a minimum of one (1) floor drain in each restroom.
 - Janitor Sink: American Standard floor mounted, with faucet and mop rack above.
 12. Electrical System: Per current code requirements. All electrical to be concealed in walls and above ceiling. No exposed conduit or wire mold shall be allowed unless ceiling design has no concealed space. Locate where required by code and per attached drawings. Outlets, Faceplates, Cover Plates, etc. to be white (not ivory). See Electrical Design Criteria Section 01802.
 13. Lighting: Per current code requirements. See Electrical Design Criteria Section 01802.
 14. Finishes and Equipment (See attached drawings for location and extent, See included CSI Divisions for minimum guidelines for materials and products.

Building shall have the following:

 - a. Finishes as called out on finish schedules and included in these specifications
 - b. Dual-pane aluminum windows per specification.
 - c. Door hardware as required to meet code and per hardware schedule in specifications. Hardware schedule is the minimum required. Standard of quality per specifications.
 - d. Interior and exterior paint (3 coat system, minimum); Architect may select up to 4 exterior colors to be used in combination, and 4 interior colors
- B. Building Plans and Elevations – In bid documents.

END OF SECTION

SECTION 01 80 20
ELECTRICAL DESIGN CRITERIA**1. General Codes, Guidelines and Standards**

The equipment, design, materials and installation shall meet or exceed the requirements as set forth in the following codes, guidelines and standards. Do not construe anything contained in this BOD to permit work that does not conform to code. Consider interpretations and rulings of the enforcing agencies as part of the design criteria. All State, Local, County or City Ordinances shall also apply.

ADA Americans with Disabilities Act, Accessibility Guidelines for Buildings and Facilities
ANSI American National Standards Institute, Inc.
CAL/OSHA California Occupational Safety & Health Administration
CBC California Building Code
IEEE Institute of Electrical and Electronic Engineers
IESNA Illuminating Engineering Society of North America
NEC National Electric Code
NECA National Electrical Contractors Association
NEMA National Electrical Manufacturer's Association
NESC National Electrical Safety Code
NFPA National Fire Protection Association
SFM California State and Local Fire Marshal
UBC Uniform Building Code
UFC Uniform Fire Code
UL Underwriters' Laboratories

2. Electrical Distribution

The building design shall include an 800 amp, 120/208V, 3 phase, 4-wire Service/Distribution panel located inside the electrical room fed from below with (4) 4" conduits stubbed to an exterior pull box or vault approximately 15' outside the building walls. This panel and conduits shall be provided and installed by the building contractor. The site contractor will provide (5) 4" conduits (4 power + 1 communication) to the exterior in-ground pull-box, the pull box itself, and all conductors, terminations, etc. to power the 800amp distribution panel provided by the building contractor.

Lighting, receptacles, security, life safety equipment, mechanical/plumbing and miscellaneous loads shall be served at 120/208 volts. The new 800 amp, main breaker Distribution Panel, branch lighting panel, mechanical system panel, receptacle panels, etc. shall be located in the dedicated electrical room in the building and Motor controllers for mechanical equipment shall be located within Electrical or Mechanical Equipment Rooms. Branch circuit panelboards shall be specified and designed to feed lighting, receptacles and smaller power loads. All panel boards shall have 25% spares or spaces. Feeders shall be sized with a minimum of 25% spare capacity. All equipment shall be rated for the maximum available 3-phase symmetrical fault current at the equipment location. All feeders and branch circuits combined shall be sized to accommodate 5% voltage drop maximum. Per California T-24 Energy Code; electrical loads shall be disaggregated (lighting, mechanical, plug loads). Exterior, wet areas and areas with sinks shall be provided with GFCI type receptacles or breakers shall be GFCI type for circuits serving such receptacles.

The main switchboard, distribution equipment (panels, switchboards), conduits, lights, racks, etc. shall be seismically braced.

Building grounding shall consist of a UFER ground cable in the foundation slab, connection to building steel and to cold water piping. A wall mounted ground bar shall be provided near the switchboard to tie all grounds together and in each electrical room. The ground bar shall have spare compression lug

connectors for ground conductors to the main switchboard, step-down transformer (if applicable), telecommunications room and for any future grounding needs.

3. Solar Ready/Solar Photovoltaic (PV) Rough-In

Contractor shall account for dedicated space for future PV Solar equipment and conduits stubbed above/to roof for future PV Panels. All conduits shall NOT be surface mounted but concealed within walls and ceiling spaces.

4. Exterior Lighting

The use of full cut-off fixtures shall be specified to minimize impact on surroundings and less effect on night sky. LED lighting fixtures shall be used to help outperform California Title 24 requirements, reduce energy use and require less maintenance and the longer lamp life will help reduce cost along with environmental impact. The WattStopper DLM (or equal) system with internal astronomic time clock shall be provided as means to turn on and off different areas of the site at allocated times (i.e. evening lights, night lights, etc.). The exterior light fixtures will provide illumination for all areas immediately around the building and provide enough light levels to comply with the path of egress requirements as required within the code.

5. Interior Lighting

Lighting fixtures throughout the interior of the building(s) will use energy efficient LED (Light-emitting diode) light engines to help outperform California Title 24 requirements. The LED light fixtures will provide long lasting and more efficient performance. WattStopper DLM (or equal) controllers will be capable of 100% to 10% dimming and daylight harvesting for the Gym and Lobby areas. Occupancy sensors shall be installed for automatic shut-off controls and the use of lighting relay panel with astronomic time clock for larger open areas is allowed for shut-off (where district allows). Photometrics shall be provided for Open Gymnasium to ensure lighting levels are met per below recommended light level. Light fixtures in Open Gymnasium space shall be of lens type (where fixture selected is lensed) that does not shatter glass and also where necessary, wire guards shall be provided to ensure contact from objects/basketballs or volleyballs do not cause fixture lens to break.

6. Target Light Levels Foot-candles (FC):

- a. Corridors/Support Spaces – 25fc
- b. Gymnasium floor (sporting events) - 50-65fc
- c. All other areas are based on IESNA standards.

7. Emergency and exit lighting

Emergency and exit lighting shall be as required by code. Emergency lighting shall be provided through the path of egress by integral emergency battery racks in selected light fixtures to provide an average of 1 foot-candle of illumination at the floor level and a minimum of 0.1 foot-candle. The emergency egress lighting shall be unswitched and also serve as night lighting for security purposes (maximum of 0.1 watts/square foot in corridors). Exit sign appearance shall enhance the public spaces and all fixture finishes shall be coordinated with Architect.

8. Lighting Controls

Dimming drivers will help to keep lighting levels low when daylight is present in occupied spaces and thus reduce energy costs throughout the day. Dual tech occupancy sensors will be integrated to turn off lights in intermittently occupied areas, when unoccupied, and in turn unnecessary energy is not wasted. The controls have manufacturer recommendations for placement and use for specific systems which help to provide a tool for design. The WattStopper system (or equal) will be controlling both interior and exterior lighting. The system has the capability of being controlled via software on the campus network/energy management system. The set times for control of lighting, sensitivity of occupancy sensors, level of daylighting and level of dimming shall all be controlled via the WattStopper DLM system. Where an existing

Energy Management system exists at main campus building, the new system shall integrate with the existing for single source control.

9. Fire Alarm System / Emergency Voice Evacuation System

The existing panel is a Silent Knight 6820 EM Voice Evacuation series panel. The site contractor will provide a conduit path from the existing panel at the Administration building or Building F to an in-ground pull-box located approximately 15' outside the electrical room at the Gym building. The building contractor shall provide (1) 2" conduit from the electrical room to the FA pull-box approximately 15' away and a code compliant (California Fire Code/CFC and NFPA 72) design and installation (**design-build**) for the fire alarm system throughout the building. Design and Installation of new Fire Alarm/EM Voice Evacuation System shall be included for entire building. A riser diagram of the existing system will be provided for use in the design. Only the new Gymnasium building interior (or exterior building mounted) devices and connections (amplifiers/remote power supplies, detection initiation devices, and notification devices) shall be included as part of this scope/Gymnasium infrastructure. Site contractor shall be responsible to pull all wires back to the head-end control panel in the Admin building, provide and connect all devices, program and test the system. Building contractor shall be responsible for the design and installation of all conduit, boxes and pull strings throughout the building.

10. Initiation Devices

Smoke detectors shall be specified for installation in all corridors and electrical and communications closets. Heat detectors shall be specified for all combustible storage areas, mechanical rooms and janitor's closets. Duct smoke detectors located in mechanical ducts shall have remote mounted test switches. All initiating circuits shall be designed to have 25% spare capacity. All initiation devices shall be manufactured by main fire alarm system manufacturer. At open Gym Floor space, multiple Beam Smoke Detectors shall be accounted for with testing switches and addressable/compatible with fire alarm system main panel. Duct Smoke Detectors and Fire Smoke Dampers shall be coordinated with Mechanical plans to ensure fire alarm connections are made for shut-down and activation. Listed Wire Guards for all wall devices shall be installed to protect from incidental contact in the gymnasium space.

11. Annunciation Devices

The audible and visual signal levels shall comply with ADA requirements. Fire alarm speakers, speaker-strobes and strobe devices shall be installed with code required temporal patterns acceptable to DSA. All devices shall be wired as Class B with end-of-line devices. Exterior horns shall be provided at the building entrances. All annunciation circuits shall be designed to have 25% spare capacity. All annunciation devices shall be manufactured by Cooper Wheelock/System Sensor or equal. Listed Wire Guards for all wall devices shall be installed to protect from incidental contact in the gymnasium space.

12. Testing

The contractor shall pre-test all devices prior to the final test. The final test shall be conducted with the contractor's job foreman, owner's representative, the inspector of record. A calibrated Decibel Meter shall be used to verify that the audibility of the system is 15dB over ambient noise levels. Initiation devices shall be opened in a least two (2) locations per zone to check for the presence of correct supervisory circuitry. The contractor shall submit to the owner a completed typewritten NFPA 72 Certification form.

13. Telephone and Data Communications Systems

The Gym building shall be served via underground utility. Secured space for a minimum point of entry (MPOE) shall be provided in the new building Electrical Room (space dedicated for racks/cabinets required for telecom entry into new building). Multiple conduits will be installed to the MPOE in the Electrical Room for data circuits and general head-in communications systems (copper/fiber optical cables). Building contractor shall include installation of (1) 4" conduit for fiber and (3) 2" conduits for other low voltage and spares stubbed to 15' outside of the electrical room.

The Gym building shall have an IDF (Intermediate Distribution Frame) installed in the Electrical Room.

Fiber optic backbone cables will be installed from the Main Campus MDF to the Gym's Electrical Room by the building contractor. The building contractor will provide a new building's IT rooms/IDF Racks/Cabinets. Fiber optic cables shall be installed between MDF to each IDF, as necessary by the building contractor.

Services shall be distributed to the major areas of the buildings via conduit. A typical outlet will consist of either two or four Category 6A cables terminated in a 4-11/16" square back box. Cables will be routed to the outlet in a 1 1/4" EMT conduit to the electrical room. OFCI Wireless Access Points for common areas shall be installed by the building contractor. Building contractor is to provide minimum of (1) location inside the open Gym space and (2) locations on the exterior of the Gym.

14. Audio Visual (AV) System

A separate AV system shall be roughed in for (conduits and boxes) between head-end (coordinate head-end location with District in electrical room) and devices (speakers, amplifiers, microphones, displays/projectors, etc.).

15. Scoreboard and Shot Clocks

Power for scoreboards and shot clocks shall be provided. Telecom connections to scoreboard and shot clocks shall be provided. From Score-Keeper locations (estimated at two locations at gymnasium floor level), floor boxes shall be installed with power, telecom and conduits to scoreboard and shot clocks for communication to scoreboards and shot clocks.

16. Intercom PA Speaker and Clock System

Install clock/pa speaker system devices throughout common spaces and PA Speakers on exterior of building for coverage outdoors. The new devices shall be compatible with the existing main head-end intercom paging and clock system equipment and the connections/cabling from each device shall be routed back to Gym building local IDF/Elec room. A complete and fully functional/tested system shall be installed. All necessary back boxes and mounting hardware included.

17. Emergency Radio Communication Enhancement System (ERCES)

A new FCC approved with building mounted antenna system ERCES System shall be installed for all new buildings. A survey of coverage shall be conducted for each new building to establish the necessity for such a system as required by CFC and NFPA 72. Based on survey findings an established design shall be provided and installation of a fully functional licensed system shall be installed for emergency responders radio coverage. Where survey determines a system is not required, it is acceptable to forgo this system and a written confirmation to District shall be provided.

18. CCTV Cameras

District will supply a specification and building contractor will provide and install conduit, devices and wiring from IDF to each device.

19. Security System

District will supply a specification and building contractor will provide and install conduit, devices and wiring from IDF to each device.

20. Coordination with Other Trades

a. Provide preliminary electrical loads, mechanical room areas, service yard requirements, roof loading, equipment pad information, life safety, security, and any other information required by other disciplines as soon as possible in the early part of the design phase to the District.

b. Provide detailed coordination information to other disciplines including devices provided by other subcontractors such as motor starters, disconnect switches, smoke detection for HVAC equipment, plumbing connections, concrete pads, access doors, etc. during the design phase. Provide other

subcontractors and District this information with sufficient time to incorporate these items into drawings before final design documents are due.

c. Demolition of existing electrical systems to buildings scheduled for demolition/removal shall be provided by the District under a separate contract.

END OF SECTION

SECTION 01 80 40
OVERHEAD FIRE PROTECTION DESIGN CRITERIA**1. OVERHEAD FIRE PROTECTION SYSTEM**

Overhead fire sprinkler system throughout the New Gym Building shall include, but not be limited to overhead riser, flow switches, tamper switches, alarm bell, piping, fittings, valves, sprinkler heads, seismic bracing, hangers, gauges, accessories, overhead riser with connection to In Building Riser, and permit drawings with hydraulic calculations for approval by DSA.

2. WATER SUPPLY

The availability of 35 psi at the base of the riser for the required fire sprinkler demand shall be used for bidding purposes.

3. GOVERNING CODES

2019 CBC (California Building Code)
2019 CFC (California Fire Code)
2016 NFPA 13
2016 NFPA 24

4. PRODUCT DATA

Flow Switches:	Potter VSR with adjustable retard or approved equal.
Tamper Switches:	System Sensor OSY2 used to monitor position of outside screw and yoke or approved equal.
Alarm Bell:	Potter PBA12010, 10" 120V, CSFM approved and UL listed, or approved equal.
Piping:	ASTM UL listed fire sprinkler pipe black carbon steel (schedule 40 with threaded fittings or schedule 10 with welded or roll groove fittings) Bull Moose Tube or approved equal. Exterior piping shall be hot dipped galvanized painted to match building in accordance with Division 09.
Fittings:	Black ductile iron threaded fittings meeting requirements of ASTM A536 for 1 1/2" pipe and smaller, butt-welded joints or roll grooved joint for pipes 2" and larger. Hot dipped galvanized coating for exterior fittings. SPF, Anvil, Victaulic or approved equal.
Seismic Joint:	Metraflex Fireloop or approved equal.
Main Drain:	Nibco T-301 or approved equal.
Riser Check Valve:	Tyco CV-1 or approved equal.
Control Valve:	Tyco BFV-N butterfly valve with tamper switches.
Inspector's Test:	AGF Model 1011A Test and Drain with Model 7000 pressure relief valve set at 175 psi.
Sprinkler Heads:	Automatic glass bulb type, quick response, Tyco FRB or approved equal.
Hanger and Bracing Components:	UL listed in accordance with NFPA13, Tolco, Bline or approved equal.
Pressure Gauge:	4" FFPI-PG 300 psi air/water gauge with 3way valve gauge kit, FPPI approved equal.
Spare Head Cabinet:	Tyco Spare Head Cabinet or approved equal.
Semi Recessed Escutcheons:	Tyco Style 10, 15., semi recessed escutcheon, finish as required by Architect or approved equal.

5. UNDERGROUND FIRE SERVICE

Provide underground fire service connection from the New Gym Building with in-Building riser to a connection point up to 15 feet outside the building to the underground fire service specified under Division 33 and provided by the Site contractor. The building contractor's scope is to include but is not limited to: in-building riser, thrust block, piping, fittings, mechanical joint restraint, bolt up sets, polyethylene wrap, tracer wire, and warning tape to the connection point approximately 15' from building. Coordinate with site design and site contractor during design and installation.

6. PRODUCT DATA

In building riser:	UL listed one piece 304 stainless steel, Ames IBR or approved equal.
Thrust blocks:	Thrust blocks shall be a minimum of 2000 psi strength concrete.
Underground fire service piping:	Piping shall be DR14 C900 PVC, Manville Blue Brute or approved equal. Piping within 5 feet of buildings or under footings shall be Class 50 cement lined ductile iron.
Fittings:	Ductile Iron in accordance with AWWA C110 and C151, Tyler Union or approved equal.
Mechanical Joint Restraint:	Joint restraint for PVC piping shall be EBAA Iron Megalug series 2000PV or approved equal. Mechanical joint restraint for ductile iron piping shall be EBAA Iron Megalug series 1100 or approved equal.
Bolt up sets:	All bolt up sets shall be 316 stainless steel.
Polyethylene encasement:	All metallic pipe fittings and appurtenances below grade shall be wrapped for protection from corrosive soil with a minimum of 8 mil polyethylene encasement in accordance with ASSI/AWWA C105/A21.5, Polyethylene encasement shall be Christy's Fitting wrap or approved equal
Tracer wire:	Wire shall be a minimum #10 awg copper, UL listed for direct burial.
Warning tape:	Detectable marking tape shall be a minimum of 5 mil polyethylene and meeting ASTM D882-80A standards, Christy's or approved equal.
Mastic:	Bituminous Tar Mastic meeting ASTM D 4541 standards, Christy's HD50 or approved equal

END OF SECTION

SECTION 05 51 33
ALUMINUM LADDER – FIXED

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aluminum fixed vertical ladders.

1.2 RELATED SECTIONS

- A. Structural Steel
- B. Metal Fabrications
- C. Rough Carpentry
- D. Roofing

1.3 REFERENCES

- A. ANSI A14.3: Ladders - Fixed - Safety Requirements.
- B. OSHA 1910.27: Fixed Ladders.

1.4 SUBMITTALS

- A. Submit the following:
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings for Ladders:
 - 1. Plan and section of ladder installation including blocking and fasteners.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products until installation inside under cover. If stored outside, under a tarp or suitable cover.

1.6 WARRANTY

- A. Limited Warranty: Five years against defective material and workmanship, covering parts only, no labor or freight. Defective parts, if deemed so by the manufacturer, will be replaced at no charge, freight excluded, upon inspection at manufacturer's plant which warrants same.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Acceptable Manufacturer: O'Keeffe's, Inc.; 325 Newhall St. San Francisco, CA 94124. ASD. Toll Free Tel: (888) 653-3333. Tel: (415) 824-4900. Fax: (415) 824-5900. Email: info@okeeffes.com. Web: <http://www.okeeffes.com>. **OR approved equal.**

2.2 ALUMINUM FIXED VERTICAL LADDER

- A. Aluminum Fixed Vertical Ladder and Components: Ladder, mounting brackets, and side rails.
 - 1. Model: Standard duty Model 500 -*** (***= vertical height in inches) Aluminum Fixed Vertical Ladder. Provide "Safety Post" and refer to details for additional information and requirements.
 - 2. Capacity: Unit shall support a 1500 lb (680 kg) loading without failure, and individual treads shall withstand a 3,000 lb (1361 kg) loading without failure.
 - 3. Performance Standard: Units designed and manufactured to meet or exceed ANSI A14.3 and OSHA 1910.27.
- B. Components:
 - 1. Ladder Stringer: 3 inch by 1 inch by 1/8 inch 6063-T5 aluminum channel.

- Pitch: 90 degrees.
2. Ladder Tread: 1-1/4 inch by 1-1/4 inch extruded 6061-T6 aluminum with deeply serrated surfaces.
 3. Ladder Mounting Bracket: 3/16-inch-thick aluminum. 4' on center maximum, with one at top and bottom of ladder min. [In addition, anchor ladder to floor with anchor bolts per details.](#)
 4. Finishes:
 - a. Standard: Mill finish on aluminum ladder components.

2.3 FABRICATION

- A. Completely fabricate ladder ready for installation before shipment to the site.
- B. Completely fabricate handrail components and ship to site ready for field assembly and attachment to ladder.

PART 3 EXECUTION

3.1 EXAMINATION

- A. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Examine materials upon arrival at site. Notify the carrier and manufacturer of any damage.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

Where conflicts exist between this specification and other specifications, the higher quality and greater number shall govern. Nothing in this specification shall be used that reduces the manufacturer's warranty provided in the above referenced sections.

PART I – GENERAL

1.01 WORK INCLUDED

- A. Coping parapet and cap flashings.
- B. Facias and scuppers.
- C. Roof flashings.
- D. Counter flashings over bituminous base flashings.
- E. Roof joint cover flashings.
- F. Counter flashings at roof mounted mechanical equipment and vent stacks.
- G. Counterflashings for roof hatches and skylights.
- H. Gutters and Downspouts.
- I. Reglets.

1.02 REFERENCES

- A. ASTM A525 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
- B. ASTM B32 – Solder Metal.
- C. ASTM D4601 – Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.

1.03 SUBMITTALS FOR REVIEW

- A. Submit shop drawings, samples manufactures instructions and product data under provisions of Division 1.
- B. Describe material profile, jointing pattern, jointing details, fastening methods and installation details.

1.04 STORAGE AND HANDLING

- A. Stack preformed and prefinished material to prevent twisting, bending, or abrasion and to provide ventilation.
- B. Prevent contact with materials during storage which may cause discoloration, staining or damage.

PART II – PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A525, G90.

2.02 ACCESSORIES

- A. Fastener: Galvanized steel with soft neoprene washers at exposed fasteners. Finish exposed fasteners same as flashing metal.
- B. Underlayment: ASTM D4601, asphalt coated roofing felt, 25 or 28 lbs. Per 100 s.f.
- C. Metal Primer: Zinc chromate type.
- D. Protective Backing Paint: Bituminous.
- E. Sealant: Two component, polyurethane type specified in Section 07 92 00, Joint Sealers.
- F. Reglets: Surface-mounted or recessed as indicated on the drawings, 24 gage with 26 gage counter flashing, galvanized steel SPRINGLOCK; manufactured by FRY Reglet Corp., Alhambra, CA, or an approved equal, face and ends covered with plastic tape.
- G. Solder: ASTM B32; 50/50 type.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square and free from distortion or defects.
- B. Fabricate cleats and starter strips of same material as sheet, interlockable with sheet.
- C. Form pieces in longest practical lengths.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with flat lock seam.
- F. Solder and seal metal joints. After soldering, remove flux. Wipe and wash solder joints clean.
- G. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- I. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and brake edges.
- J. Form sheet metal pitch pockets with 3 inch upstand and 4 inch flanges.
- K. [Coordinate curved gable trim, rake wall trim, and head wall trim with specification for metal roofing. Fabricate pieces in longest practical lengths.](#)

2.04 FINISH

- A. Shop prepare and prime exposed ferrous metal surfaces.
- B. Backpaint concealed metal surfaces with protective backing paint when in contact with copper, redwood or red cedar.
- B. [Add Alternate - Provide Kynar 500 finish on ALL exposed fascia, soffit, etc...sheet metal trim. Color to be selected by architect.](#)

PART III – EXECUTION

3.01 INSPECTION

- A. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed and secure.
- C. Beginning of installation means acceptance of existing conditions.

3.02 PREPARATION

- A. Field measure site conditions prior to fabricating work.
- B. Install starter and edge strips and cleats before starting installation.
- C. Install surface-mounted reglets true to lines and levels. Seal top of reglets with sealant.
- D. Insert flashings into reglets to form tight fit. Seal flashings into reglets with sealant.
- E. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Architect.
- F. Lock and seal all joints.
- G. Apply plastic cement compound between metal flashings and felt flashings.
- H. Fit flashings tight in place. Make corners square, surfaces true and straight in planes and lines accurate to profiles.
- I. Seal metal joints watertight.

3.03 INSTALLATION

- A. Coping Parapet and Cap Flashing: Use 20 gage galvanized steel. Provide all coping and caps of the types and shapes indicated on the drawings. Build in integral expansion joints allowing for movement of the metal without resulting in distortion of coping or leaks of any kind. All work shall be watertight.
- B. Gravel Stops: Fabricate of 24 gage galvanized steel. Form true-to-line and detail as indicated. Provide corners locked and soldered full, with flashing flanges at least 4 inches under overlapping roofing materials and with aprons formed to straight lines. Install gravel stops in full bed of plastic cement and nail at 6 inch centers. All joints in gravel stops shall be butt type with back-up plates 12 inches long, of same gage and profile as the gravel stop. Wipe all exposed surfaces clean. Protect adjacent, exposed surfaces from plastic cement smears and stains.
- C. [Fascia Members: Fabricate to details of 18 gage galvanized sheet metal. Form true-to-line and detail as indicated. Provide corners locked and soldered full, with flashing flanges at least 4 inches under](#)

- overlapping roofing materials and with the face formed to straight lines. Install in full bed of plastic cement and nail at 6 inch centers to roof structure. All joints/seams shall overlap 6 inches with back-up plates 12 inches long at joints/seams, of same gage and profile as the fascia member. Joints/seams shall be spaced as long as possible and per SMACNA guidelines to avoid oil canning. Provide 18 gage continuous galvanized clips at bottom of fascia per details and anchored at 16 inch centers. Wipe all exposed surfaces clean. Protect adjacent, exposed surfaces from plastic cement smears and stains.
- D. Gutter: Fabricate to detail of 24 gage galvanized sheet metal. Install an expansion joint every 30 linear feet of gutter; install cover plates over expansion joints. Fabricate gutter without longitudinal seams. Install cradles of 1/4 inch x 1-1/2 inch galvanized steel at 36 inch centers. Gutters shall rest in cradles, but shall not be mechanically fastened to allow for expansion and Contraction.
 - E. Scuppers: Fabricate to detail of 20 gage galvanized sheet. Apply sealant in all crevices.
 - E. Downspouts and Strainers: Downspouts shall be [Schedule 40 galvanized steel pipe, 3" minimum, sized to match existing where tying into existing system](#). Strainers shall be 10 gage galvanized steel wire basket type. Provide all anchor clips and straps as required for installation. Install a wire basket strainer in all downspouts at gutter level.
 - F. Leader Heads – Provide leader heads of 20 gage galvanized steel minimum (gage per details if details are heavier gage) in shapes as shown on plans. Provide wire strainers in all leader heads.
 - G. Drips: Provide drips of 20 gage galvanized sheet metal at heads of all doors in exterior walls where no roof or overhead protection occurs. Extend drips 2 inches beyond jambs, unless otherwise indicated.
 - H. Miscellaneous: Provide miscellaneous flashings as shown and required to complete entire project, except for items provided under other Sections. Submit shop drawings showing details for approval and use minimum 24 gage galvanized steel.

END OF SECTION

SECTION 07 72 33
ROOF HATCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide factory-fabricated roof hatches for fixed ladder access.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.
- C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Manufacturer's Quality System: Registered to ISO 9001:2008 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis-of-Design Manufacturer: Type S Roof Hatch by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-535-1582, Web: www.bilco.com. Approved equals are acceptable.

2.2 ROOF HATCH

- A. Furnish and install where indicated on plans metal roof hatch Type S, size width: 36" (914mm) x length: 30" (762mm). Length denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.

- B. Performance characteristics:
1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m²) with a maximum deflection of 1/150th of the span and a 140 psf (684 kg/m²) wind uplift for galvanized steel (Type S-20) roof hatches.
 2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
 3. Operation of the cover shall not be affected by temperature.
 4. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
 5. Galvanized steel (Type S-20) roof hatches shall be Miami-Dade Product approved (NOA No. 14-0708.07 Expiration Date: December 2, 2019), meeting large and small missile impact requirements. Florida Product Approval #FL15110.
- C. Cover: Shall be 14 gauge (1.9mm) paint bond G-90 galvanized steel with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
- D. Cover insulation: Shall be fiberglass of 1" (25mm) thickness, fully covered and protected by a metal liner 22 gauge (.8mm) paint bond G-90 galvanized steel.
- E. Curb: Shall be 12" (305mm) in height and of 14 gauge (1.9mm) paint bond G-90 galvanized steel. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal cap flashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.
- F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
- G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe for steel construction: through bolted to the curb assembly.
- H. Hardware
1. Heavy pintle hinges shall be provided
 2. Cover shall be equipped with a spring latch with interior and exterior turn handles
 3. Roof hatch shall be equipped with interior and exterior padlock hasps.
 4. The latch strike shall be a stamped component bolted to the curb assembly.
 5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
 6. Compression spring tubes shall be an anti-corrosive composite material and all other hardware shall be zinc plated and chromate sealed.
 7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.
- I. Finishes: Factory finish shall be alkyd based red oxide primed steel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
 - 1. Test units for proper function and adjust until proper operation is achieved.
 - 2. Repair finishes damaged during installation.
 - 3. Restore finishes so no evidence remains of corrective work.

3.3 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.

END OF SECTION

SECTION 08 11 13
STANDARD STEEL FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Welded steel door frames.
- B. Welded steel window frames.
- C. Self-Adhered Door/Window Flashings

1.2 REFERENCES

- A. SDI – Steel Door Institute
- B. HMMA – Hollow Metal Manufacturer’s Association
- C. SDI 105 – Recommended Erection Instructions for Steel Frames.
- D. SDI 111 – Recommended Standard Details Steel Doors and Frames
- E. SDI 117 – Manufacturing Tolerances Standard Steel Doors and Frames.
- F. SDI 118 – Basic Fire Door Requirements.
- G. HMMA - 820 - Hollow Metal Frames
- H. HMMA -840 - Installation and Storage.
- I. HMMA - 850 - Fire-Rated Hollow Metal Doors and Frames.
- J. ANSI A224.1 - Standard Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- K. ASTM A366 -Steel, Carbon, Cold-Rolled Sheet.
- L. ASTM A525 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
- M. ASTM A569 - Steel, Carbon (0.15 maximum, percent) Hot-Rolled Sheet and Strip Commercial Quality.
- N. ASTM A591 - Steel Sheet, Electrolytic Zinc-Coated, for light coating mass applications.
- O. NFPA 80 - Fire Doors and Windows.
- P. ASTM A527 – Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Lock-Form Quality.

1.3 SUBMITTALS FOR REVIEW

- A. Submit shop drawings and product data under provisions of the contract.
- B. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement and finish.
- C. Submit Manufacturer’s installation instructions under provisions of the contract.

1.4 QUALITY ASSURANCE

- A. Manufacture frames to conform to SDI or HMMA standards except where exceeded by this specification.
- B. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five (5)years experience.

1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver and protect frames with manufacturer’s shipping safeguards.
- B. Attach spreader bars on welded frames to preclude warping or bending during delivery and storage.

2 PART 2 PRODUCTS**2.1 ACCEPTABLE MANUFACTURERS**

- A. Any of eleven manufacturers belonging to the Steel Door Institute, Cleveland, OH
- B. Any of 55 manufacturers belonging to the Hollow Metal Manufacturers Association, Chicago, IL.
- C. Any manufacturer providing certification of compliance with standards of fabrication, installation, finish and testing required in current issues of SDI or HMMA Specification Guides.

2.2 WELDED FRAMES

- A. Type: Combination buck frame and integral stop and flat trim, double rabbet, profiles as indicated on the drawings, cold rolled steel ASTM A366, or Hot-Rolled Steel, ASTM A569 or paintable galvanized steel without primer, ASTM A527, minimum 16 gage.
 - 1. Drywall: Provide backbend
 - 2. Plaster: Provide plaster key.
- B. Anchors: Provide two anchors at head for openings up to 48 inches, three if wider, maximum 30 inches on centers. Provide three at jamb for doors up to 84 inches in height, additional anchors at maximum 30 inches on centers for higher doors.
 - 1. Provide appropriate type of anchors consistent with type of wall construction for each installation and in conformance with HMMA 820 and SDI-111.
- C. Floor Attachment: Provide metal anchor with provision for expansion anchor attachment to concrete floor, adjustable for height, welded in place. Minimum thickness: 14 gage.
- D. Hardware Attachment: Mortise, reinforce, drill and tap at factory to receive specified hardware. Install minimum 10 gage reinforcing welded to frame for surface mounted hardware, except install 7 gage reinforcing for hinges in accordance with HMMA 820. Tap to templates.
- E. Silencers: Make provision for minimum three rubber silencers at strike jamb of all doors, except fire-rated doors, and one at head of each leaf of double doors, except fire-rated doors.
- F. Fire Rated Frames:
 - 1. Construct as tested and rated in accordance with HMMA 850 and SDI 118.
 - 2. Conform to NFPA 80.
 - 3. Attach UL or WH label to frame.

2.3 PROTECTIVE COATINGS

- A. Interior Frames: Modified Alkyd, air dried meeting requirements of ANSI A224.1, shop applied, or ASTM A527 galvanized steel without primer.
- B. Exterior Frames: ASTM A525 Hot-Dip Galvanized 0.60 ounces per square foot(G60), or ASTM A591 Electrolytic zinc-coated 0.60 ounces per square foot(A60).
- C. Pre-treat and prime with modified alkyd, air dried meeting requirements of ANSI A224.1, shop applied.
- D. Galvanizing to A25 thickness permitted on ASTM A527 paintable galvanized steel.

- E. On surfaces where zinc coating has been removed during fabrication, frames shall receive a factory-applied touch-up primer.

2.4 FABRICATION

- A. Fabricate exterior welded steel door and window frames as machine-mitered face-welded unit type in accordance with HMMA 820. Weld and grind smooth. No intermittent welds or plate splices permitted at intersections.
- B. Fabricate interior welded steel door and window frames as machine-mitered face-welded unit type in accordance with HMMA 820. Weld and grind smooth.
- C. Where cross mullions or t intersections occur, frames shall be fabricated as butted and face-welded assembly joints, in accordance with HMMA 820. At mullion-to-base intersections extend mullion to floor and face weld. Where butted joints are exposed to weather, seal intersection with one-component polyurethane sealant as specified in section 07900.
 - 1. At window frame apply minimum $\frac{3}{4}$ inch high, 16 gage channel stops, attach with flat head machine screws, countersunk, tamper-proof type where exposed to weather.
- D. Machine mitered faces and butt joined integral stops permitted with continuous welds.
- E. Fabricate frames with hardware reinforcement plates welded in place. This includes electronic strikes where noted in door hardware specification.
- F. Fabricate frames to accept anchors as described in HMMA 820 and SDI-111 for type of wall construction
- G. Reinforce frames for door checks on both sides, where required.
- H. Apply primer to all surfaces of frames, in accordance with requirements of ANSI A224.1 Galvanized surfaces shall be pretreated prior to application of primer.
- I. Attach fire rated label to each fire rated door frame. On fire-rated windows or window assemblies, locate label with consistency and in the following locations in the order of preference: Top side of muntins or sills over 72 inches high, underside of muntins below 48 inches high or lower right hand jamb within 6 inches of sill.

3 PART 3 EXECUTION

3.1 INSTALLATION

- A. **Install Vycor V40 (By Grace Construction & Packaging) or approved equal per manuf. recommendations at all exterior openings where frames are being installed. This is required at ALL exterior door and window openings.**
- B. Install frames in accordance with HMMA 840 and SDI-105.
- C. Coordinate anchor placement with type of wall construction.
- D. Paint frames under section 09 90 00.
- E. Provide provisions within frames to account for conduit to security and electric door strikes.

3.2 TOLERANCES

- A. Conform to standard of tolerances as required in HMMA 840 and SDI-117

END OF SECTION

SECTION 08 11 14
STEEL DOORS

PART I – GENERAL

1.01 WORK INCLUDED

- A. Non-rated and fire rated steel doors.

1.02 REFERENCES

- A. SDI – Steel Door Institute
- B. HMMA – Hollow Metal Manufacturer’s Association
- C. SDI 100 – Recommended Specifications for Standard Steel Doors and Frames.
- D. SDI 117 – Manufacturing Tolerances Standard Steel Doors and Frames.
- E. HMMA – 810 – Hollow Metal Doors.
- F. HMMA – 830 – Hardware preparation and locations for Hollow Metal Doors and Frames.
- G. HMMA – 850 – Fire-Rated Hollow Metal Doors and Frames.
- H. ASTM A525 – Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
- I. ASTM A569 – Steel, Carbon (0.15 maximum, percent) Hot-Rolled Sheet and Strip Commercial Quality.
- J. ASTM A366 – Steel, Carbon, Cold-Rolled Sheet.
- K. ANSI A151.1 – Test procedure and acceptance criteria for Physical Endurance for Steel Doors and Hardware reinforcements.
- L. ANSI A224.1 – Standard Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- M. UL – Underwriters Laboratory.
- N. WH – Warnock-Hersey Laboratory.
- O. ASTM A591 – Steel Sheet, Electrolytic Zinc-Coated, for light coating mass applications.
- P. NFPA 80 – Fire Doors and Windows.
- Q. ASTM A527 – Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Lock-Form Quality.

1.03 SUBMITTALS

- A. Submit shop drawings and product data under provisions of the contract.
- B. Indicate core material, location of cutouts for hardware, reinforcement and finish.
- C. Submit Manufacturer’s installation instructions under provisions of the contract.

1.04 QUALITY ASSURANCE

- A. Manufacture doors to Conform to SDI or HMMA standards except where exceeded by this specification.
- B. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five (5) years experience.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver and protect doors with manufacturer’s shipping safeguards.

PART II – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Any of eleven manufacturers belonging to the Steel Door Institute, Cleveland, OH.
- B. Any of 55 manufacturers belonging to the Hollow Metal Manufacturers Association, Chicago, IL.
- C. Any manufacturer providing certification of compliance with standards of fabrication, installation, finish and testing required issue of SDI or HMMA Specification Guides.

2.02 DOORS

- A. Exterior Doors SDI-100 Grade III, Extra heavy-duty, 1-3/4 inches thick, Model 2, 16 gage face sheets, seamless-hollow steel construction, sizes as scheduled on drawings, ASTM A525 Hot-Dip Galvanized 0.60 ounces per square foot (G60), or ASTM A591 Electrolytic zinc-coated 0.60 ounces

per square foot (A60) or paintable galvanized steel without primer, ASTM A527. Close top and bottom with flush channel.

- B. Interior Doors: SDI-100 Grade II, heavy-duty, 1-3/4 inches thick, Model 2, 18 gage face sheets, seamless-hollow steel construction, sizes as scheduled on drawings, prime coated only, or ASTM A527 galvanized steel without primer.
- C. End Closures: Minimum 18 gage.

2.03 DOOR CORE

- A. Performance Test Procedures Requirements: Conform to ANSI A151.1.
- B. Core for non-fire-rated doors:
 - 1. Vertical stiffeners 6 inches oc, 22 gage steel, spot welded to face sheets 6 inches oc with minimum 0.6 lb density insulation, full thickness of cavities, or manufacturer's standard method to make door metallic ring free.
 - 2. Cores of honeycomb (minimum 5000 lb. Compression per sf, shear strength, minimum 5000 psf).
 - 3. Rigid polystyrene foam board (minimum compressive strength 1750 psf and shear strength minimum 18 psi).
 - 4. Core construction shall conform to requirements of the grade of door specified in accordance with SDI-100, Section 2.2.3.
- C. Core for Fire-Rated-Doors: Honeycomb or polystyrene. Conform to door schedule for fire rating required.
- D. Frames for Fire-Rated-Doors: Conform to NFPA 80.

2.04 PROTECTIVE COATINGS

- A. Interior Doors: Modified alkyd, air dried, meeting requirements of ANSI A224.1, shop applied, or ASTM A527 galvanized steel without primer.
- B. Exterior Doors: ASTM A525 Hot-Dip Galvanized 0.60 ounces per square foot (G60), or ASTM A591 Electrolytic zinc-coated 0.60 ounces per square foot (A60) or paintable galvanized steel without primer, ASTM A527.
- C. Pretreat and prime galvanized surfaces with modified alkyd, air dried, meeting requirements of ANSI A224.1, shop applied.
- D. Galvanizing to A25 thickness permitted on ASTM A527 paintable galvanized steel.
- E. On surfaces where zinc coating has been removed during fabrication, doors shall receive a factory-applied touch-up primer.

2.05 ACCESSORIES

- A. Glass Stop: Unit frame, Model FGS 75 manufactured by Anemostat Products Division, Carson, CA, or an approved equal for fire-rated and non-fire-rated doors.
 - 1. Frame: 18 gage, [cold rolled steel](#)
 - 2. Finish: [grey primer, field paint final color](#).
 - 3. [Labeling](#): Unit shall have UL or WH label.
 - 4. [Fire Rating](#): NA
 - 5. [Glazing](#): [dual pane 1" insulated, low E](#).
 - 6. [Aesthetics](#): [Tight mitered corners, 90 degree angles on glass stop](#).
 - 7. [Interior Doors](#): [Cold Rolled Steel](#)
 - 8. Exterior Doors: Unit shall be hot-dip galvanized after fabrication [OR Stainless Steel](#).
 - 9. Mounting: Countersink, one-way vandal resistant heads, through bolts.
- B. Louvers: Inverted split "Y" type, non-vision, Model FDLS manufactured by Anemostat Products Division, Carson, CA, or an approved equal.
 - 1. Frame: 18 gage.
 - 2. Louver Blades: 18 gage.
 - 3. Finish: Special color lacquer, as selected by Architect.
 - 4. Exterior Doors: Provide one-way vandalproof through-bolts and 18-14 mesh insect screen. Unit shall be hot-dip galvanized after fabrication.

2.06 FABRICATION

- A. Fabricate doors from cold-rolled steel conforming to ASTM A366 or A527, or hot-rolled steel conforming to ASTM A569.
- B. Fabricate doors with cutouts for hardware and openings as indicated.
- C. Reinforce, drill and tap doors to receive mortised hinges, locks, latches, flush bolts and closers. Use reinforcing gages as listed in Table IV of SDI-100.
- D. Locate hardware according to HMMA 830 and Table V, SDI-100.
- E. Apply primer to all surfaces of doors in accordance with requirements of ANSI A224.1. Galvanized surfaces shall be pre-treated prior to application of primer.
- F. Attach fire rated label to each fire rated door unit.

PART III – EXECUTION

3.01 INSTALLATION

- A. Install doors per manuf. recommendations and as outlined in the carpentry specs.
- B. Paint doors under the painting specs.

END OF SECTION

SECTION 08 30 50
ACCESS DOORS

PART I – GENERAL

1.01 WORK INCLUDED

- A. Non-rated access doors and frames.

1.02 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of the contract.
- B. Include sizes, types, finishes, scheduled locations and details of adjoining work.
- C. Submit manufacturer's installation instructions under provisions of the contract.
- D. Provide sizes as noted on ALL plans or if not noted provide sizes to accommodate the scope of work. This includes mechanical, plumbing and electrical disciplines.

PART II – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Access Doors: Products of Milcor Incorporated, Lima, OH, are the standard of quality required and specified herein. Similar products of Karp Associates, Inc., Maspeth, NY, J.L. Industries, Bloomington, MN, Nystrom Inc., Minneapolis, MN and the Williams Brothers Corp., East Moline, IL, may be submitted for approval under provisions of division 01 specifications.

2.02 ACCESS UNITS

- A. Flush in gypsum board finish: **Model M** (flush door, exposed frame) with concealed hinges, cam lock, size as required for access, 16 gage frame, 16 gage door. See selected finish below. **(PM – this is the typical access door used where the frame is exposed on the wall)**
- B. Flush in cement plaster finish: **Model K** (flush door, exposed frame) with concealed hinges, cam lock, size as required for access, 16 gage frame, 14 gage door. See selected finish below.
- C. At fire rated walls or ceilings provide equivalent access door as selected above meeting the fire rated requirement.

2.03 FABRICATION

- A. Weld, fill, and grind joints to assure flush and square unit.

2.04 FINISH

- A. Prime painted finish to receive field paint. Paint color to be selected by architect.

PART III – EXECUTION

3.01 INSPECTION

- A. Verify that rough openings for door and frame are correctly sized and located.
- B. Beginning of installation means acceptance of existing conditions.

3.02 INSTALLATION

- A. Install frame plumb and level in ceiling openings.
- B. Position unit to provide convenient access to concealed work requiring access.
- C. Secure rigidly in place in accordance with manufacturer's instructions.

END OF SECTION

SECTION 08 71 00
DOOR HARDWAREPART 1 - GENERALRELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification Sections, apply to the work of this Section.

REFERENCES:

- A. CCR – California Building Code – Current Edition
- B. BHMA A156.18 – Materials and Finishes
- C. DHI-02 – Installation Guide for Doors and Hardware
- D. DHI-03 – Keying Systems and Nomenclature
- E. U.L. – Underwriter's Laboratories
- F. NFPA 80 – Fire Doors and Windows
- G. NFPA 105 – Smoke Control Door Assemblies
- H. MIL-R-6130 – Rubber, Cellular, Chemically Blown
- I. MIL-R-6855/3 – Rubber, Synthetic, Rods (or Rounds)
- J. Chapter 10 & 11B – California Building Code
- K. 2010 Standards for Accessible Design

DESCRIPTION OF WORK:

Definition: "Finish Hardware" includes items known commercially as finish hardware which are required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame. Types of items in this section include (but are not necessarily limited to):

- Hinges
- Lock cylinders and keys
- Lock and latch sets
- Exit devices
- Key lock box vault
- Push/pull units
- Sliding door equipment
- Closers
- Overhead Holders
- Miscellaneous door control devices
- Door trim units
- Protection plates

QUALITY ASSURANCE:

Manufacturer: Obtain each kind of hardware (latch and lock sets, hinges, closers, etc.) from only one manufacturer, although several may be indicated as offering products complying with requirements.

Supplier: A recognized builders hardware supplier who has been furnishing hardware in the project's vicinity for a period of not less than 2 years, and who is, or employs an experienced hardware consultant who is available, at reasonable times during the course of the work, for consultation about project's hardware requirements, to Owner, Architect and Contractor.

Fire-Rated Openings: Provide hardware for fire-rated openings in compliance with the [2019 CBC](#), UL 10B, UL10C, and NFPA 252. Provide only hardware which has been tested and listed by UL for

types and sizes of doors required and complies with requirements of door and door frame labels. Include smoke seals.

Where emergency exit devices are required on fire-rated doors, (with supplementary marking on doors' UL labels indicating "Fire Door to be Equipped with Fire Exit Hardware") provide UL label on exit devices indicating "Fire Exit Hardware".

SUBMITTALS:

Product Data: Submit manufacturers' technical information for each item of hardware. Include whatever information may be necessary to show compliance with requirements and include instructions for installation and for maintenance of operating parts and finish.

Hardware Schedule: Submit final hardware schedule in manner indicated below. Hardware schedules are intended for coordination of work.

Final Hardware Schedule: Based on finish hardware indicated, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:

Type, style, function, size and finish of each hardware item.

Name and manufacturer of each item.

Fastenings and other pertinent information.

Location of hardware set cross-referenced to indications on Drawings both on floor plans and in door and frame schedule.

Explanation of all abbreviations, symbols, codes, etc. contained in schedule.

Mounting locations for hardware.

Door and frame sizes and materials.

Submittal Sequence:

Submit schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by builders' hardware, and other information essential to the coordinated review of hardware schedule.

Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.

PRODUCT DELIVERY, STORAGE AND HANDLING:

Packaging of hardware, on a set-by-set basis, is the responsibility of the supplier. As material is received by the hardware supplier from the various manufacturers, sort and repackage in containers marked with the hardware set number. Two or more identical sets may be packed in the same container.

Inventory hardware jointly with representative of the hardware supplier and the hardware installer until each is satisfied that the count is correct.

Provide secure lock-up for hardware delivered to the project, but not yet installed. Control and handling and installation of hardware items which are not immediately replaceable, so that the completion of the work will not be delayed by hardware losses, both before and after installation.

JOB CONDITIONS:

Coordination: Coordinate hardware with other work. Tag each item or package separately, with identification related to the final hardware schedule, and include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thicknesses, profile, swing, security and similar requirements indicated, as necessary for proper installation and function. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.

Templates: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check the shop drawings of such other work, to confirm that adequate provisions are made for the proper installation of hardware.

PART 2 - PRODUCTS

SCHEDULED HARDWARE:

Requirements for design, grade, function, finish, size and other distinctive qualities of each type of builders hardware is indicated in the Finish Hardware Data Sheet and Hardware Schedule at the end of this section. Products are identified by using hardware designation numbers of the following.

Manufacturer's product designations: One or more manufacturers are listed for each hardware type required. An asterisk (*) after a manufacturer's name indicates whose product designation is used in the Hardware Schedule for purposes of establishing minimum requirements. Provide either the product designated, or, where more than one manufacturer is listed, the comparable product of one of the other manufacturers which comply with requirements including those specified elsewhere in this section.

MATERIALS AND FABRICATION:

General:

Hand of door: The drawings show the direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.

Fasteners: Manufacture hardware to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws.

Furnish screws for installation, with each hardware item. Provide phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match the hardware finish or, if exposed in surfaces of other work, to match the finish of such other work as closely as possible, including "prepared for paint" in surfaces to receive painted finish.

Provide concealed fasteners for hardware units which are exposed when the door is closed, except to the extent no standard units of the type specified are available with concealed fasteners. Do not use through bolts for installation where the bolt head or the nut on the opposite face is exposed in other work, except where it is not feasible to adequately reinforce the work.

Tools for Maintenance: Furnish a complete set of specialized tools as needed for Owner's continued adjustment, maintenance, and removal and replacement of builders hardware. Obtain written verification of delivery from Owner.

(Project Close-out Item)

HINGES, BUTTS AND PIVOTS:

Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template- produced units.

Screws: Furnish Phillips flat-head all-purpose or machine screws for installation of units, except furnish Phillips flat-head all-purpose or wood screws for installation of units into wood. Finish screw heads to match surface of hinges or pivots.

Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

Steel Hinges: Steel.

Non-ferrous Hinges: Stainless steel.

Exterior Doors: Non-ferrous-stainless.

Interior Doors: Steel non-rising.

Tips: Flat button and matching plug, finished to match leaves.

All butts installed at all exterior condition subjected to vandalism shall be provided with non-removable pins.

Number of Hinges: Provide number of hinges indicated but not less than 3 hinges for door leaf for doors 90" or less in height and one additional hinge for each 30" of additional height.

LOCK CYLINDERS AND KEYING:

General: Supplier will meet with Owner to finalize keying requirements and obtain final instructions in writing.

Existing System: Grandmasterkey the locks to the Owner's existing system, (Schlage), with master key to the existing school system.

Equip locks with cylinders for interchangeable-core pin tumbler inserts. Furnish only temporary inserts for the construction period and remove these when directed.

Contractor to provide final inserts.

Key Quantity: Furnish 3 change keys for each lock; 5 master keys for each master system; and 5 grandmaster keys for each grandmaster system. Obtain written verification of delivery from Owner.
(Project Close-out Item)

Metals: Construct lock cylinder parts from brass/bronze, stainless steel or nickel silver.

Comply with Owner's instructions for master keying and, except as otherwise indicated, provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.

Key Material: Provide keys of nickel silver only.

Furnish one extra blank for each lock.

Deliver keys to key control system manufacturer.
Deliver keys to Owner's representative.
Obtain written verification of delivery from Owner.

(Project Close-out Item)

Provide a key control system including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of the number of locks required for the project.

Key control manufacturer to set up complete cross index system and place keys on markers and hooks in the cabinet as determined by the final key schedule.

LOCKS, LATCHES, BOLTS AND THRESHOLDS:

Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set.

Provide standard (open) strike plates for interior doors of residential units where wood door frames are used.

Provide dust-proof strikes for foot bolts, except where special threshold construction provides non-recessed strike for bolt.

Provide roller type strikes where recommended by manufacturer of the latch and lock units.

Lock Throw: Provide 5/8" minimum throw of latch and deadbolt used on pairs of doors. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.

All permanent keys shall be delivered to the Owner's Representative via registered mail.

Locks: Except where otherwise specified, all locks and latches and component parts shall be by one manufacturer.

All locks shall be of such construction that when locked, the door may be opened from within by using lever and without the use of a key or special knowledge.

All locks shall have box strikes and curved lips long enough to protect the trim and facilitate correct installation and application. All locks to have 3/4" throw where required.

All locks shall have a "free-wheeling" lever when the outside lever is in the locked position. Lever rose shall have built in mechanical stop to reduce vandalism.

Flush Bolt Heads: Minimum of 1/2" diameter rods of brass, bronze or stainless steel, with minimum 12" long rod. Use of this device shall be permitted in accordance with Section 1133B.2.1 and 1008.1.8, Title 24. Where flush bolts occur in the path of travel, provide automatic accessible flush bolt.

Exit Device Pressure: Exit Devices (Panic Hardware) shall have a 5-pound maximum effort to release per CBC 11B-309.4

Exit Device Dogging: Except on fire-rated doors, wherever closers are provided on doors equipped with exit devices, equip the units with keyed dogging device to hold the push bar down and the latch bolt in the open position. Provide glass bead kits as required at doors with glass lites. The maximum unlatching force for exit devices to be 5 pounds.

Exit Doors: Shall be operable from the inside without the use of a key or any special knowledge or effort.

Thresholds: Provide thresholds for barrier-free access in accordance with the current ADA and CAC Title 24 requirements, Section 11B-404.2.5. All exterior thresholds shall be installed on a full-bed of sealant and secured in place with "dynabolts" expansion anchors.

PUSH/PULL UNITS:

Exposed Fasteners: Provide manufacturer's standard exposed fasteners for installation; through-bolted for matched pairs, but not for single units.

CLOSERS AND DOOR CONTROL DEVICES:

Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.

Provide parallel arms for all overhead closers, except as otherwise indicated.

Access-Free Closers: Where closers are indicated for doors, provide adjustable units complying with 11B-404.2.8. This applies to all doors in path of travel equipped with closers. Door closer shall comply with 11B-404.2.8 closer delay time ensuring that the force required to open a door does not exceed 5lbs. The Authority having Jurisdiction may increase the maximum effort to operate fire doors to achieve positive latching, but not to exceed 15 lbs. max. [Adjust all closers in the path of travel for 5 lbs. \(exterior\), or 5 lbs. \(interior\) maximum opening effort \(11B-404.2.9\).](#) Closers to comply with 11B-404.2.8, closer delay and time.

Smoke Seals: All fire rated doors shall have smoke seals, head, jambs, and sill, which meet requirements of ASTM E-283 and [UL 1479](#). Tested for smoke and draft control at 1.57 psf. Use Pemko S88D or approved equal.

Weather Stripping: All exterior doors shall be weather stripped. Use PEMKO S88D or approved equal.

DOOR TRIM UNITS:

Levers: To be accessible type.

Fasteners: Provide manufacturer's standard exposed fasteners for door trim units (kick plates, edge trim, and similar units); either machine screws or self-tapping screw.

Fabricate edge trim of stainless steel, not more than 1/2" nor less than 1/16" smaller in length than door dimension.

Fabricate protection plates (armor, kick or mop) not more than 1- 1/2 on stop side smaller than the door width, x the height indicated.

Plastic Plates: Plastic laminate (polyester), 1/8" thick.

Latch Protectors: All exterior doors shall be equipped with latch protectors with exposed corners rounded set flush to door face, installed at all strikes to prevent "picking" of lock by inserting a tool between door and frame.

Manufacturer: B.B.W. No. 9616

Key Lock Box Vault: Furnish and install a recessed key lock box set flush into wall finish as directed by Architect or as shown on the drawings.

Manufacturer: Model 3200-R Heavy Duty, Dark Bronze
The Knox Company, Newport Beach, CA

HARDWARE FOR INTERIOR SLIDING DOORS:

General: Provide manufacturer's standard hardware for interior sliding doors which are not furnished as a "package" complete with hardware.

HARDWARE FINISHES:

Provide matching finishes for hardware units at each door or opening, to the greatest extent possible, and except as otherwise indicated. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening. In general, match items to the manufacturer's standard finish for the latch and lock set (or push-pull units if no latch-lock sets) for color and texture.

The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.

PART 3 - EXECUTION

INSTALLATION:

Mount hardware units at heights between 34" to 44" A.F.F. or as indicated in "Recommended Locations for Finish Hardware" for Standard Steel Doors and Frames" by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, and except as may be otherwise directed by Architect.

Where panic hardware and vision lights occur locate the panic hardware below the bottom of the vision light. Vision lights per code shall be installed with the sill at 42" A.F.F.

Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way. Coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division 9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.

Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

Set all exterior threshold on a full-bed of sealant and secure in place with "dyna-bolts" expansion anchors.

Install all door closers and exit devices per manufacturer instructions and secure in place to doors with sex-nuts and bolts (SNB). Exercise care not to dimple the doors.

Install any floor mounted devices (floor stops, etc.) to be located within 4" of the wall.

ADJUST AND CLEAN:

Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace which cannot be adjusted to operate freely and smoothly as intended for the application made.

Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

Adjust and maintain door and gate closers per 11B-404.2.8.1, so that from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum.

Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware. Obtain written verification of completion from Owner.

(Project Close-out Item)

Continued Maintenance Service: Approximately six months after the acceptance of hardware in each area, the Installer, accompanied by the representative of the latch and lock manufacturer, shall return to the project and re-adjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

(Project Close-out Item)

FINISH HARDWARE DATA SHEET:Acceptable Hardware Designs:

Mortise Locks: [Schlage ND Series and ND Series "Vandalgard", "Rhodes" Design Lever.](#)

Acceptable Manufacturer:

ADA Signage: [Per Plans and Signage Specifications](#)

Butts and Hinges: [Ives*](#).

Locks and Cylinders: [Schlage*](#).

Exit Devices: [Von Duprin*](#).

Overhead Closers: [LCN*](#).

Door Control Devices: [Ives*](#).

Door Trim Units: [Ives*](#).

Door Stripping, Thresholds and Seals: [Zero*](#).

Gate Hardware: Jansen Ornamental Supply Co. (818) 442-0271.

* - Indicates manufacturer's numbers shown elsewhere to indicate project requirements.

Except on weather stripped frames, provide silencers at all Hollow Metal Frames, 3 per single opening, 2 per double.

HARDWARE SCHEDULE

Note:

All hardware items shall have matching finishes with:

Satin Chromium US26D, BHMA 626, unless noted otherwise.

Thresholds shall be mill finish aluminum. Door closers shall be sprayed aluminum Al, BHMA 689. Push and pull plates shall be stainless steel.

DISTRICT STANDARDS:

1. Berryessa USD lock shop will oversee all keying, re-keying and keys.
2. All hardware to be Satin Chromium US26D.
3. E-Keyway.
4. Cores are to be interchangeable
5. Provide construction cores and keys will be "1" bitted I/C core, 626 verify keyway.
6. All key codes will be furnished by the BUSD lock shop four months prior to project completion.
7. All keys will be stamped with hook number and Do Not Duplicate (DNP).
8. All doors to have Schlage Primus cylinders.

EXTERIOR DOORS:

Group 01 Gymnasium, Exit, Double doors with Panic Hardware

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
6	EA	HINGE	5BB1HW	626	IVE
2	EA	PANIC HARDWARE	CD-PA-AX-99NLx990NLx99EO	626	VON
1	EA	REMOVALBE MULLION	KR4954		VON
2	EA	SURFACE CLOSER	4011/4111 - TB	689	LCN
4	EA	KICK PLATE	8400-10"x1" LDWx.050"xB4E	626	IVE
2	EA	FLOOR STOP	FS455	626	IVE
2	SET	SEAL/WEATHER STRIP	188S	BK	ZERO
2	EA	DOOR SWEEP	18062CNB	ALU	PEM
2	EA	DRIP GUARD	11A x 4" PDW	ALU	ZERO
2	EA	THRESHOLD	103 x 36" - CONTRACTOR TO VERIFY INSTALLATION PRIOR TO ORDER	MIL	ZERO

Group 02 **Fire riser and Electrical Room, Single door**

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW	626	IVE
1	EA	LOCKSET	ND80	626	SCH
1	EA	SURFACE CLOSER	4011/4111 - TB	689	LCN
2	EA	KICK PLATE	8400-10"x1" LDWx.050"xB4E	626	IVE
1	EA	FLOOR STOP	FS455	626	IVE
1	SET	SEAL/WEATHER STRIP	188S	BK	ZERO
1	EA	DOOR SWEEP	18062CNB	ALU	PEM
1	EA	DRIP GUARD	11A x 4" PDW	ALU	ZERO
1	EA	THRESHOLD	103 x 36" - CONTRACTOR TO VERIFY INSTALLATION PRIOR TO ORDER	MIL	ZERO

INTERIOR DOORS**Group 03** **Storage Room, Double door**

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
6	EA	HINGE	5BB1	626	IVE
1	EA	LOCKSET	ND80	626	SCH
2	EA	FLUSH BOLTS	FB458 (TOP AND BOTTOM)	626	IVE
1	EA	SURFACE CLOSER	4011/4111 - TB	689	LCN
2	EA	KICK PLATE	8400-10"x1" LDWx.050"xB4E	626	IVE
1	EA	FLOOR STOP	FS455	626	IVE
1	SET	SEAL/WEATHER STRIP	188S	BK	ZERO
1	EA	DOOR SWEEP	18062CNB	ALU	PEM
1	EA	THRESHOLD	546 x 36" - CONTRACTOR TO VERIFY INSTALLATION PRIOR TO ORDER. INSTALL RECEIVING CUP AT FLUSH BOLT LOCATIONS.	MIL	ZERO

Group 04 **Janitor Room, Single door**

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1	626	IVE
1	EA	LOCKSET	ND80	626	SCH
1	EA	SURFACE CLOSER	4011/4111 - TB	689	LCN
2	EA	KICK PLATE	8400-10"x1" LDWx.050"xB4E	626	IVE
1	EA	FLOOR STOP	FS455	626	IVE
1	SET	SEAL/WEATHER STRIP	188S	BK	ZERO
1	EA	DOOR SWEEP	18062CNB	ALU	PEM
1	EA	THRESHOLD	546 x 36" - CONTRACTOR TO VERIFY INSTALLATION PRIOR TO ORDER	MIL	ZERO

Group 05 Restroom, Single door

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1	626	IVE
1	EA	LOCKSET	TBD BY DISTRICT	626	SCH
1	EA	SURFACE CLOSER	4011/4111 - TB	689	LCN
2	EA	KICK PLATE	8400-10"x1" LDWx.050"xB4E	626	IVE
1	EA	FLOOR STOP	FS455	626	IVE
1	SET	SEAL/WEATHER STRIP	188S	BK	ZERO
1	EA	DOOR SWEEP	18062CNB	ALU	PEM
1	EA	THRESHOLD	546 x 36" - CONTRACTOR TO VERIFY INSTALLATION PRIOR TO ORDER	MIL	ZERO

Group 06 Boys' and Girls' Restroom, Single door

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1	626	IVE
1	EA	PUSH PLATE	8200 - 4 x 16	626	IVE
1	EA	PULL PLATE	8300 - 4 X 16	626	IVE
1	EA	SURFACE CLOSER	4011/4111 - TB	689	LCN
2	EA	KICK PLATE	8400-10"x1" LDWx.050"xB4E	626	IVE
1	EA	FLOOR STOP	FS455	626	IVE
1	SET	SEAL/WEATHER STRIP	188S	BK	ZERO
1	EA	DOOR SWEEP	18062CNB	ALU	PEM
1	EA	THRESHOLD	546 x 36" - CONTRACTOR TO VERIFY INSTALLATION PRIOR TO ORDER	MIL	ZERO

END OF SECTION

SECTION 08 80 00
GLAZING

PART I – GENERAL

1.01 SECTION INCLUDES

- A. Glass and glazing for sections referencing this section for Products and installation.

1.02 REFERENCES

- A. ASTM C1036 – Flat Glass.
- B. ASTM C1048 – Heat-Treated Flat Glass – King HS, Kind FT Coated and Uncoated Glass.
- C. GANA – Glazing Manual, 2009 Edition.
- D. GANA – Sealant Manual, 2009 Edition.
- E. Chapter 26 and 24, California Building Code.
- F. Section KCMZ, UL Building Materials Directory, 1995 Edition.

1.03 PERFORMANCE REQUIREMENTS

- A. Provide minimum frame lap in accordance with Table 2403.2.1, California Building Code.
- B. [T-24 Documents – Comply with all requirements within the T-24 documents in order to achieve the required energy values.](#)

1.04 SUBMITTALS FOR REVIEW

- A. Submit under provisions of Section 01 33 00.
- B. Product Data on Glass Types Specified: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Samples: Submit three samples of each material specified illustrating coloration and design.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with:
 - 1. FGMA Glazing Manual.
 - 2. FGMA Sealant Manual.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not install glazing when ambient temperature is less than 50 degrees F.

1.07 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

1.08 IDENTIFICATION

- A. Each light shall bear the manufacturer's label designating the type and thickness of glass. Conform to Section 2402, California Building Code.
- B. Each light of safety glazing material installed in hazardous locations as defined in Section 2406, California Building Code shall be identified by a label which will specify the labeler, whether the manufacturer or installer, and state that safety glazing material has been utilized in such installation.

PART II – PRODUCTS

2.01 MANUFACTURERS – FLAT GLASS MATERIALS

- A. Pilkington, Nippon Sheet Glass Co. Ltd, Tokyo, Japan
- B. Libby-Owens-Ford Co., Toledo, OH.
- C. [Vitro, Cheswick, PA.](#)
- D. Or equal.

2.02 FLAT GLASS MATERIALS

Tinting for all glass: Exterior to be [color tinted selected by architect, percentage to be selected](#), Interior to be clear, unless called out otherwise. [INCLUDE SOLARBAN 70XL minimum.](#)

- A. Float Glass: ASTM C1036, Type 1 transparent flat, Class 1 **Optifloat Clear**, Quality q3 glazing select 1/4 inch thick minimum.
- B. Safety Glass: ASTM C1048, Kind FT fully tempered, Condition A uncoated, Type 1 transparent flat, Class 1 **Optifloat Clear**, Quality q3 glazing select; 1/4 inch thick minimum.
- C. Fire Rated Glass: ANSI Z97.1, Warnock Hersey and UL rated 20 minutes, **Clear**, 1/4 inch thick, Technical Glass Products, Fire Lite Plus or as approved.
- D. Heat Absorbing, Tinted Glass: ASTM C1048, Type 1, Class 3, Quality q3; Float type, tempered, light reducing in gray color; light transmittance of 56 percent, shading coefficient of .66; 1/4 inch thick minimum.
- E. Insulating Glass Units: ASTM E774 and E773; double pane with silicone sealant edge seal; outer pane of 1/4 tinted glass, inner pane of 1/4 tempered glass, inner pane space purged dry air; total unit thickness of 1 inch.

2.03 GLAZING ACCESSORIES

- A. Setting Blocks: 80 to 90 Shore A durometer hardness, length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: 50 to 60 Shore A durometer hardness, minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one side.
- C. Glazing Tape: Performed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.
- D. Glazing Splines: Resilient polyvinyl chloride extruded shape to suit glazing channel retaining slot.

PART III – EXECUTION

3.01 EXAMINATION

- A. Verify prepared openings.
- B. Verify that openings for glazing are correctly sized and within tolerance.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions and ready to receive glazing.

3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.

3.03 INSTALLATION – EXTERIOR DRY METHOD (PERFORMED GLAZING)

- A. Cut glazing spline to length; install on glazing pane. Seal corners by butting spline and sealing junctions with butyl sealant.
- B. Place setting blocks at 1/4 points with edge block no more than 6 from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
- D. Install removable stops without displacing glazing. Exert pressure for full continuous contact.

3.04 INSTALLATION – EXTERIOR WET/DRY METHOD (PERFORMED TAPE AND SEALANT)

- A. Cut glazing tape to length and set against permanent stops, 3/16 inch below sight line. Seal corners by butting tape and dabbing with butyl sealant.
- B. Apply heel bead of butyl sealant along intersection of permanent stop with frame ensuring full perimeter seal between glass and frame to complete the continuity of the air and vapor seal.
- C. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- D. Rest glazing on setting blocks and push against tape and heel bead of sealant with sufficient pressure to attain full contact at perimeter of pane of glass unit.
- E. Install removable stops, with spacer strips inserted between glazing and applied stops, 1/4 inch below sight line.
- F. Fill gap between glazing and stop with silicone type sealant to depth equal to bite of frame on glazing, but not more than 3/8 inch below sight line.

- G. Apply cap bead of silicone type sealant along void between the stop and the glazing, to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

3.05 INSTALLATION – EXTERIOR WET METHOD (SEALANT AND SEALANT)

- A. Place setting blocks at 1/4 points and install glazing pane or unit.
- B. Install removable stops with glazing centered in space by inserting spacer shims both sides at 24 inch intervals, 1/4 inch below sight line.
- C. Fill gaps between glazing and stops with silicone type sealant to depth of bite on glazing, but not more than 3/8 inch below sight line to ensure full contact with glazing and continue the air and vapor seal.
- D. Apply sealant to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

3.06 INSTALLATION – INTERIOR DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

3.07 INSTALLATION – INTERIOR WET/DRY METHOD (TAPE AND SEALANT)

- A. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
- D. Install removable stops, spacer shims inserted between glazing and applied stops at 24 inch intervals, 1/4 inch below sight line.
- E. Fill gaps between pane and applied stop with silicone type sealant to depth equal to bite on glazing, to uniform and level line.
- F. Trim protruding tape edge.

3.08 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean and polish surfaces and frames.

3.09 PROTECTION OF FINISHED WORK

- A. Protect finished work.
- B. After installation, mark pane with an 'X' by using removable plastic tape or paste.

END OF SECTION

SECTION 09 21 16
GYPSUM BOARD SYSTEMS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Vertical wall gypsum board application.
- B. Metal channel ceiling frame and horizontal ceiling gypsum board application.
- C. Exterior gypsum sheathing board.
- D. [Cementitious backer board or Tile backer board for tile application. Walls only.](#)
- E. Gypsum board for toilet room and shower room ceilings.
- F. Taped and sanded joint treatment.
- G. Gypsum board finishes and textures

1.2 REFERENCES

- A. ASTM C1396 – Standard Specification for Gypsum Board
- B. ASTM C36 - Gypsum Wallboard.
- C. ASTM C79 - Gypsum Sheathing.
- D. ASTM C475 - Joint Reinforcing Tape and Compound for Finishing Gypsum Board.
- E. ASTM C630 - Water-Resistant Gypsum Backing Board.
- F. ASTM C635 – Metal suspension systems for acoustical and lay-in ceilings
- G. ASTM C840 – Standard Specification for Installation of Gypsum Construction
- H. ASTM C1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases.
- I. UL – 1994 – Underwriters Laboratories, Inc., Fire Resistance Directory, Volume 1.
- J. GA-201 – Gypsum Board for Walls and Ceilings.
- K. GA-216 – Application and Finishing of Gypsum Board.
- L. GA-600 – Fire Resistance Design Manual.
- M. Chapter 7, California Building Code.
- N. Chapter 25, California Building Code.
- O. ESR-1222
- P. CBC 2506.2.1
- Q. ASCE 13.5.6
- R. ASTM C635-04
- S. [DSA IR-25-3](#)

1.3 QUALITY ASSURANCE

- A. Applicator: Company specializing in gypsum board systems work with three years experience.

1.4 SUBMITTALS FOR REVIEW

- A. Submit product data as outlined in other sections of this manual.
- B. Provide product data on gypsum board, joint tape and fastening, etc.

PART 2 PRODUCTS

2.1 MANUFACTURERS - GYPSUM BOARD SYSTEM

- C. Gypsum Wallboard Materials: Products of United States Gypsum Corporation (USG), Chicago, IL, are the standard of quality required and specified herein. Similar products of Domtar Gypsum, Long Beach, CA, Georgia-Pacific, Atlanta, GA, and Gold Bond Building Products, Charlotte, NC, may be submitted for approval.
- D. ESR – 1222, [at drywall suspension system where occurs.](#)

2.2 FRAMING MATERIALS

- E. Furring Channels: 25 gage galvanized steel, 7/8 inch deep by 2-9/16 inch wide, 275 lbs per 1,000 ft weight, USG FURRING CHANNEL DWC-25 and USG METAL FURRING CHANNEL CLIPS. Z Type, where required: USG Z-FURRING CHANNEL, 1, 1-1/2, 2 and 3 inch depths.
1. Furring Channels at Cementitious Backing Board Ceilings: 20 gage, PWC-20.
- F. Angles: 1-3/8 inch by 7/8 inch, 24 gage, USG GALVANIZED METAL ANGLES.
- G. Runner Channels: Minimum weights, sizes and maximum spans as defined in [CBC Section 2506 and Table 2506.2](#), cold rolled or hot rolled as defined therein.
- H. Taping, Bedding and Finishing Compound: ASTM C475; compatible with tape and substrate.
1. SHEETROCK ALL PURPOSE JOINT COMPOUND, non-asbestos, vinyl base.
 2. SHEETROCK POWDER JOINT COMPOUND, non-asbestos vinyl base, conventionally drying.
 3. SHEETROCK SETTING-TYPE JOINT COMPOUND, chemical hardening.
 4. SHEETROCK JOINT TAPE, cross fibered paper, PERMA – TITLE TAPE, by Perma Glass Mesh Inc., Dover, OH, or equal.
- I. Hanger Wire: 8 gage for 16 sq ft maximum, galvanized annealed, size of wire in accordance with California Building Code.
- J. Tie Wire: 18 gage galvanized annealed.
- K. Accessories: Corrosive Protective-Coated steel.
1. Corner Bead: USG No. 800 or 900.
 2. Trim: USG No. 701-A or 701-B.
 3. Control Joint: USG Control Joint No. 093.
- L. Fasteners: ASTM C1002 Phillips head, power-driven, nails not permitted.
1. Type S-12, 16 gage steel studs, minimum penetration 3/8 inch.
 2. Type S, 20 gage steel studs, minimum penetration 3/8 inch.
 3. Type W, wood construction, minimum penetration 5/8 inch.
 4. Type G, gypsum board to gypsum board, minimum penetration 1/2 inch.
- M. Adhesive: DUROCK ceramic tile mastic, DURABOND D-2001.

2.3 GYPSUM BOARD MATERIALS

- N. Regular: ASTM C36; 5/8 inch thick, maximum permissible length; ends square cut, tapered round edges, SHEETROCK BRAND GYPSUM PANELS.
- O. Fire Rated Gypsum Board: ASTM C36; fire resistive type, UL or WH rated; 5/8 inch thick, maximum permissible length; ends square cut, round edges, SHEETROCK BRAND TYPE X FIRE CODE "C" GYPSUM PANELS, TAPERED EDGE.
- P. Moisture Resistant Gypsum Board: ASTM C630; 5/8 inch thick, maximum permissible length; ends square cut, tapered edges, SHEETROCK BRAND W/R GYPSUM PANELS, W/R REGULAR GYPSUM PANELS OR W/R FIRE CODE TYPE X GYPSUM PANELS.
- Q. Cementitious Backing Board: Standard type; 5/8 inch thick; V-grooved edges, ends square cut, maximum permissible length, DUROCK INTERIOR TILE CEMENT BOARD.
- R. Tile Backing Board: Standard type; 5/8 inch thick panels; square edges, maximum permissible length. DensShield Tile Backer, Georgia-Pacific. At fire rated walls provide DensShield Fireguard Tile Backer which is classified as Type "X" per ASTM C1178.
- S. Gypsum Sheathing Board (exterior): ASTM C79; moisture resistant and fire resistant type; ½ inch or 5/8" thick, Type X where fire rating is required, maximum permissible length; ends square cut, tongue and grooved edges; water repellent paper faces, 48 inch widths, GYP-LAP GYPSUM SHEATHING.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify that site conditions are ready to receive work and opening dimensions are as indicated on drawings.
- B. Beginning of installation means acceptance of substrate.
- C. Delivery and Storage: Arrange for an adequate supply of materials on the jobsite so that progress of work will be uninterrupted. Materials and accessories shall be delivered in original containers and bundles, and identified with the manufacturer's name and brand. Store gypsum board on flat, solid supports in dry areas, well protected from the elements.
- D. Provide fixtures, anchors, sleeves, inserts and miscellaneous items, and provide openings and chases as necessary. Prior to closing in and finishing of dry wall work, ascertain that piping, conduit, ductwork and fixtures which are to be concealed and which penetrate gypsum boards are in place, tested and approved.
- E. Scaffolding: Construct, erect and maintain in conformance with applicable laws and ordinances.
- F. Protection, Patching and Cleaning: Adjacent surfaces of other materials shall be protected from damage. Dry wall surfaces which have been cut out shall be neatly patched. Damaged or defective gypsum board finish shall be replaced. During progress of the work, rubbish droppings and water materials shall be removed.
- G. Fire Protection: Where required, the work shall comply with the requirements for the protection rating indicated in the governing building code.
- H. Fire Sprinkler System: In areas where sprinkler heads occur, exercise care when installing drywall work. Do not damage or obstruct the heads in any way.

3.2 CEILING FRAMING INSTALLATION

- A. Framing for suspended ceilings and vertical curtain walls between dropped ceilings: Install to provide plumb surfaces with no variation of more than ¼ inch in 10 ft.
- B. Ceilings shall not support material or building components other than grilles light fixtures, small electrical conduits and small ducts.
 - 1. Small Electrical Conduits: ¾ inch in diameter or less, feeding electrical fixtures or electrical devices in the ceiling assembly.
 - 2. Large duct work, plumbing and like work shall have its own support system and shall not be attached to the ceiling system.
 - 3. Only gypsum board dead loads shall be supported by cross-furring.
- C. Ceiling Support System: Conform to California Building Code for sizes, types and spacing of ceiling support components.
- D. 48 x 48 inch spacing of both hangers and runners is permissible if the following conditions are met:
 - 1. Vertical hanger wires are 8 gage and galvanized. If ceiling is non-accessible, 12 gage wire may be used.
 - 2. Main runners are 1-1/2 inch channels, 1.12 lbs per ft minimum, hot rolled.
 - 3. Cross-furring may be 7/8 inch, 25 gage galvanized hat sections at 24 inches maximum oc.
- E. Hangers: Hanger wires shall be provided for primary runners within 6 inches of ceiling perimeters.
 - 1. Hanger wires with ends twisted at least 3 times around itself, shall be saddle tied to primary runner channels.
 - 2. Primary runner channel shall be crossed with furring channels, saddle tied to the runners with one strand of 16 gage or two strands of 18 gage tie wire. Runner channels shall be located not more than 6 inches from parallel boundary walls, or beams; furring channels 2 inches from parallel walls.
 - 3. Primary runner channels shall be spliced by lapping 12 inches and furring channels shall be spliced by lapping 8 inches. Splices shall be tied at 2 inches from each end with two loops of 16 ga wire.
 - 4. Hanger wires that are more than 1 in 6 out of plumb shall have counterbraced wires. Wires shall not attach or bend around interfering material such as duct work. Trapeze or equivalent devices shall be used where obstructions interfere with direct suspension. Trapeze suspension shall have a minimum construction of back-to-back 1-1/2 inch cold formed channels for spans up to 6 ft.
 - 5. Ceiling wires and unbraced ducts, pips and similar components must be separated.
 - 6. Refer to General Requirements section on Testing Laboratory Services for size and testing requirements for concrete expansion anchor bolts and powder actuated fasteners.
- F. Horizontal Support System:
 - 1. A set of 4 splay wires shall be provided for each 8 ft by 8 ft. First set of splay wires shall be 4'-0" from any wall. Wires shall be taut without causing ceiling to lift. Provide vertical compression strut at each set of bracing wires.
 - 2. Splay wires shall be No. 12 gage, with 4 tight turns at each end. Powder actuated fasteners shall not be used for attachment of splay wires to supporting structure.
- G. Light Fixture Support:

1. Light fixtures shall be attached to the ceiling to resist a horizontal force equal to the weight of the fixtures.
 2. Install firestopping envelopes around recessed light fixtures and other electrical devices or boxes that exceed 100 sq inches in 100 sq ft where required to maintain the designated fire rating of the ceiling assembly.
- H. Furring Channel Spacing: Furring channels at drywall ceilings shall be spaced at 16 inches oc maximum.

3.3 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with ASTM C840, GA-201, GA-216 and California Building Code. Install all Gypsum board plumb and level – provide shims/furring as required to plumb installation up to ¼” in 8’-0”.
- B. Erect single layer gypsum board vertically on vertical framing in most economical direction, attached to studs and framing members with the specified fasteners spaced at 12 inches on centers at top and bottom and 12 inches on centers in the field. Solid backing not required at joints running perpendicular to studs and framing members.
1. In wood framing construction erect gypsum board horizontally only.
- C. Erect single or double layer fire rated gypsum board in accordance with California Building Code, Note (a) and GA-600, for one-hour or two hour, fire-rated, non-bearing partitions, steel or wood stud construction.
1. Gypsum board panels installed vertically or horizontally to vertical studs or framing shall be attached at 8 inches oc at vertical edges and 12 inches oc in the field and at top and bottom. Stagger all vertical and horizontal joints 24 inches oc each side and opposite sides. Where joints are not staggered the required minimum 24 inches, solid backing shall be provided. All joints shall be treated except as provided herein.
- D. Treat cut edges and holes in moisture resistant gypsum board with sealant.
- E. Place control joints consistent with lines of building spaces as indicated or at maximum 30 ft on centers.
- F. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.

3.4 JOINT TREATMENT

- A. Exposed gypsum board in wall areas and ceiling areas shall be cemented, taped and sanded, ready for paint.
- B. On installations where two layers of gypsum board are required, only the face layer will require finishing of joints and screw-heads.
- C. Gypsum wallboard joints in walls may either be exposed or covered with joint tape and joint compound for the portion of the wall above as suspended ceiling, which is part of a fire resistive floor-ceiling or roof-ceiling assembly, as listed in U.L. Fire Resistive Ratings (BXUV), when the following conditions are met:
1. Vertical joints occur over framing member.
 2. Horizontal joints are staggered 24 inches on opposite sides or covered with 6 inch wide strips of gypsum board attached with 1-1/2 inch laminating screws at 8 inches oc.
 3. Partition is two ply system with joints staggered 16 inches or 24 inches.
 4. Partition is not part of a smoke or sound control system.
- D. Fire-Rated Partitions: Perimeters of fire-rated partitions shall be caulked with fire-rated sealant as specified in [Section 07 92 00](#), both sides of partition.
- E. Sound-rated Partitions: Perimeters of sound-rated partitions shall be caulked with acoustical sealant as specified in [Section 07 92 00](#), both sides of partition.

- F. Moisture resistant gypsum board shall have all joints cemented, taped and sanded. Edges of moisture resistant faceboard which expose the gypsum core shall be job taped before the board is installed.
- G. All joints, except where excluded above including internal corners shall be filled and taped. A thin uniform layer of cement, approximately 3 inches wide, shall be applied over the joint. Tape shall be cemented over the joint and seated into the cement, leaving sufficient adhesive under the tape to provide proper bond. Internal angles, both horizontal and vertical, shall be reinforced and with the tape folded to form a straight and true angle. Metal external corners shall be cemented in place. Joints shall be allowed to dry at least 24 hours between each application of cement.

3.5 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below based on final finishes identified in finish schedule, according to ASTM C 840, and GA-214-96 for locations indicated:
 - 1. **Level 1** (Ceiling Plenum Areas, Concealed Areas – Non-fire rated): Embed tape at joints in ceiling plenum areas, concealed areas, and where indicated, unless a higher level of finish is required for fire-resistance-rated assemblies and sound-rated assemblies.
 - 2. **Level 2** (Only where specified- not typically used): Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges where indicated.
 - 3. **Level 3** (Minimum preparation for heavy texture and for heavy duty wall coverings): Embed tape and apply separate first and fill coats of joint compound to tape, fasteners, and trim flanges where indicated. Apply drywall primer prior to finish.
 - 4. **Level 4** (Minimum for light texture application or no texture application, flat or satin paints (provide Level 5 finish for semi-gloss or gloss painted surfaces): Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at panel surfaces that will be exposed to view, unless otherwise indicated. Apply drywall primer prior to finish.
 - 5. **Level 5** (Behind wall images, at areas being painted with a semi-gloss, gloss, or enamel finish, or where specifically called out), : Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface. Apply drywall primer prior to finish.
- E. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.
- F. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.

- G. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.6 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching Architect approved mockup and free of starved spots or other evidence of thin application or of application patterns.
 - 1. **No Texture:** Surfaces to be painted shall have Level 4 finish minimum or Level 5 finish per section 3.5, D, 4 or unless noted otherwise in this specification or on the plans.
- C. Smooth Finish shall be applied to all restrooms, food service, and all surfaces to receive appropriate vinyl wall coverings and wall images. Level 5 finish required, minimum.
- D. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture finish manufacturer's written recommendations.

3.7 CEMENTITIOUS BACKER BOARD INSTALLATION

- A. **At restrooms and other locations noted on plans and details.** Pre-cut board to required sizes and make necessary cutouts. Stagger end joints in successive courses. Fasten boards to studs or furring channels with screws spaced 6 inch oc. Prefill joints with tile-setting mortar and immediately embed tape and level all joints. Apply a 1/8 inch minimum thick skim coat of latex-fortified mortar uniformly over entire surface. Install plumb and level – provide shims/furring as required to plumb installation up to 1/4" in 8'-0". Install cementitious backer board behind all interior ceramic tile unless otherwise noted. Coordinate with all plans and General Contractor during bidding.

3.8 CEILINGS IN WATER CLOSETS AND SHOWERS

- A. For areas where cementitious panels are not scheduled for tile finish, apply a 1/16 inch minimum thick, uniform layer of manufacturer's base coat over entire surface, including taped joints, leaving surface smooth and flat. Allow to cure 24 hours. Trowel apply 1-1/16 inch minimum thick uniform layer of manufacturer's exterior finish coat, fine texture, over all base-coated surfaces, in accordance with manufacturer's recommendations. Paint under Section 09 91 00.

3.9 EXTERIOR GYPSUM SHEATHING INSTALLATION

- A. Erect exterior gypsum sheathing horizontally with edges butted tight and ends occurring over firm bearing. Tack into place sufficiently to hold material until permanent attachment is provided by self-furring lath fasteners.

3.10 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 09 24 00
 PORTLAND CEMENT PLASTER

1 PART 1 GENERAL

1.1 WORK INCLUDED

- A. Metal furring and lathing.
- B. Portland cement plaster system.
- C. [Cement Plaster Expansion Joints & Reveals.](#)

1.2 REFERENCES

- A. Chapter 25, California Building Code.
- B. ASTM C150 - Portland Cement.
- C. ASTM C206 - Finishing Hydrated Lime.
- D. ASTM C932 – Bonding Compounds for Exterior Plastering.
- E. ASTM C897 – Aggregates for Job-Mixed Portland Cement-based plasters.

1.3 QUALITY ASSURANCE

- A. Applicator: Company specializing in cement plaster work with five years experience.
- B. Apply cement plaster in accordance with Table 2507.2 and 2510, California Building Code.

1.4 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of the contract.
- B. Provide product data on plaster materials, characteristics and limitations of products specified, including all reveals.
- C. [Provide 12"x24" sample of cement plaster system including each finish at beginning of job for approval by Architect before commencing work.](#)

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply plaster when substrate or ambient air temperature is less than 50 degrees F nor more than 80 degrees F.
- B. Maintain minimum ambient temperature of 50 degrees F during and after installation of plaster.
- C. Do not apply plaster during wet weather, or when wet weather conditions can be forecast reasonably or during periods of high winds.
- D. Proper and acceptable curing of plaster shall be the Contractor's responsibility. Continued water spray curing shall be maintained as specified herein, during weekends or holidays at no extra cost to the Owner.

1.6 DELIVERY AND STORAGE

- A. Deliver products to site in unbroken containers or in bundles marked by manufacturer's name.
- B. Store products in dry location.

2 PART 2 PRODUCTS

2.1 PLASTER BASE COAT MATERIALS (scratch and brown coat)

- A. Cement: ASTM C150, Normal Type I or Type II.
- B. Lime: ASTM C206, Type S.
- C. Aggregate: Natural or Manufactured sand conforming to ASTM C897, graded within the following limits:

Sieve Size	Percent Retained
No. 4	0
No. 8	0 to 10
No. 16	10 to 40

No. 30	30 to 65
No. 50	70 to 90
No. 100	95 to 100

- D. Water: Clean, fresh, potable and free of mineral or organic matter which can affect plaster.
- E. Bonding Agent, Exterior: ASTM C932; WELD-CRETE, manufactured by Larsen Products Corp., Rockville, MD, or approved equal.
- F. Plasticizers: Only approved plasticity agents and approved amounts thereof may be added to Portland Cement. Hydrated lime or the equivalent amount of lime putty used as a plasticizer may be added to Portland Cement Plaster in an amount not to exceed that set forth in ASTM C926.
- G. Plastic Cement: No additional lime or plasticizers shall be added.

2.2 PLASTER FINISH COAT MATERIALS

- A. Premixed Finishing Coat: Exterior, water-resistant type.
- B. Water: Clean, fresh, potable, and free of mineral or organic matter which can affect plaster.
- C. Option: Ready-mix integral color finish-coat plaster: Mill-mixed portland cement, aggregates, color agents and proprietary ingredients. Integral color shall be color matched with final paint color. Provide multiple colors for projects with multiple colors of plasters.

2.3 FURRING AND LATHING

- A. Paper-Backed Lath: Expanded diamond mesh metal lath, Type SF self-furring, backed with waterproof paper, Grade D, with maximum flame spread of 25, galvanized, weighing 3.4 lbs per sq yd, DIAMOND MESH D, manufactured by Western Metal Lath Co., La Mirada, CA, or equal. Must maintain ¼" space from lath to backing. If paper-backed lath is not used, install two (2) layers of Grade "D" building paper with lath per CBC.
- B. Waterproof Backing at Openings: Composite polyethylene film and rubberized asphalt, 40 mils thick, PERM-A-BARRIER, by GCP Applied Technologies (formerly W.R. Grace Co.), Cambridge, MA.
- C. At Soffits; Metal Lath: 3.4 lb/sq yd expanded metal, 3/8 inch high, from copper bearing sheets, self-furring type; galvanized finish; ribbed type. Must maintain ¼" space from lath to backing.
- D. Corner Mesh: Expanded steel mesh, shaped to permit complete embedding in plaster; minimum 3 inches wide; galvanized finish.
- E. Strip Lath: Expanded steel mesh, 4 inches wide, galvanized finish.
- F. Corner Beads: Formed steel, minimum 26 gauge thick, beaded edge, expanded steel mesh flanges, of longest possible length; sized and profiled to suit application; zinc alloy galvanized finish at exterior conditions.
- G. Base Screeds: Formed steel, minimum 26 gauge thick; square edge, of longest possible length; sized and profiled to suit application; galvanized finish.
- H. Foundation Sill Screed: Formed steel, minimum 26 gauge thick, holes to relieve trapped moisture, lower return flange; galvanized finish.
- I. Casing Bead: Formed steel; minimum 26 gauge thick; thickness governed by plaster thickness; maximum possible lengths; expanded flange with square edges; galvanized finish.
- J. Galvanized Reveals: Formed steel; minimum 26 gauge thick; thickness governed by plaster thickness; maximum possible lengths (10' min.); expanded flange with square edges; galvanized finish. Provide 2 inch min. reveal with 1/8" vent slots for eave vents, channel screeds size per plans, and other moldings as shown on drawings. Where reveals are shown, include reveals as manufactured by Flannery, Inc, Stockton Products or approved equal in sizes called out or 2" max. if no call out on drawings. Paint all exposed reveals.

- K. Aluminum Reveals: Extruded aluminum alloy 6063 T5, .050 inch thick; thickness governed by plaster thickness; maximum possible lengths (10' min.); expanded flange with square edges. Provide 2 inch reveal with 1/8" vent slots for eave vents, channel screed PCS sizes per plans, and other moldings as shown on drawings. Where reveals are shown, include reveals as manufactured by Fry Reglet Corp, Flannery, Inc, Stockton Products or approved equal in sizes called out or 2" max. if no call out on drawings. Aluminum finish to remain exposed, do not paint unless noted otherwise.
- L. Control and Expansion Joint Accessories: Formed steel; minimum 25 gauge thick; adjustable expansion joint, 2 inch metal flanges each side; galvanized finish; ¼ to 5/8 inch adjustment. USG double V or as approved.
- M. Anchorages: Nails, staples, or other approved metal supports, of type to suit application, galvanized to rigidly secure lath and associated metal accessories in place; minimum penetration into wood supports 5/8 inch.
 - 1. At Vertical Surfaces:
 - a. Nails: 1-1/2 inch, No. 11 gauge, 7/16 inch head, barbed.
 - b. Staples: 16 gauge, 7/16 inch crown, 7/8 inch leg.
 - c. Tie Wire: 18 gauge annealed, galvanized.
 - 2. At Horizontal Surfaces:
 - a. Nails: 1-1/2 inch, No. 11 gauge, 7/16 inch nails, barbed.
 - b. Staples: 9 gauge, ring shank, hook type, 5/8" inch crown, 1-1/2 inch leg. (Washburn & Moen wire gauge standard).
 - c. Tie Wire: 18 gauge annealed wire, galvanized, double strand.

2.4 CEMENT PLASTER MIXES

- A. Mix and proportion cement plaster in accordance with Chapter 25, California Building Code.
- B. Base Coat: One part cement and maximum 4 parts aggregate to 20 lbs maximum weight (or volume) lime per volume cement.
- C. Brown Coat: One part cement and maximum 5 parts aggregate to 20 lbs weight (or volume) lime per volume cement.
- D. Finish Coat: Premixed to manufacturer's recommendations.
- E. Ensure uniformity of mix and coloration.
- F. Mix materials dry to uniform color and consistency before adding water.
- G. Protect mixtures from frost, contamination, and evaporation.
- H. Do not retemper mixes after initial set has occurred.

2.5 MESH SYSTEM (for crack control)

- A. Alkali resistant glass fiber reinforcing mesh.
- B. Mesh shall be 4.5 oz /yd and meet ASTM D-3775, D-3776, D-1777 and D-5035.
- C. To be installed over all walls where cement plaster is being installed including EPS shapes (where occurs). Install per manufactures' requirements and include any additional adhesive, plaster material, etc...required to embed mesh into the cement plaster system. Provide system from BMI, OMEGA or approved equal and confirm product is compatible with proposed plaster system.

3 PART 3 EXECUTION

3.1 INSPECTION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Grounds and Blocking: Verify items within walls for other Sections of work have been installed.
- C. Mechanical and Electrical: Verify services within walls have been tested and approved, otherwise uncover at no extra cost to owner.
- D. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Protect floors, walls, trim and other surfaces near the work of this Section from damage or disfiguration.
- B. Scaffolding: Construction and maintain in conformance with applicable laws and ordinances.

3.3 INSTALLATION - LATHING MATERIALS

- A. Apply ribbed lath with self-furring ribs perpendicular to supports at soffits. Lap sides of ribbed lath minimum 1-1/2 inches. Nest outside ribs of rib lath together. Attach metal lath to wood supports using nails or staples at maximum 6 inches on center. **Must maintain ¼" space from lath to backing.**
- B. Apply self furring paper-backed lath shingle style with self-furring rib perpendicular to supports. Attach to supports at furring device at 6 inch centers, stagger vertical laps.
- C. Where self-furring Grade D paper-backed lath is applied over wood base sheathing, apply one additional layer of Grade D asphalt saturated paper in accordance with Section 2506, California Building Code. **Must maintain ¼" space from lath to backing.**
- D. Continuously reinforce internal angles with corner mesh, except where the metal lath returns 3 inches from corner to form the angle reinforcement. Fasten at perimeter edges only.
- E. Place beaded external angle with mesh at corners. Fasten at outer edges only. Place 12 inch wide strip of specified polyethylene film around all exterior openings.
- F. Place strip lath diagonally at corners of lathed openings. Secure rigidly in place.
- G. Place strip lath centered over junctions of dissimilar backing materials. Secure rigidly in place.
- H. Place casing beads at terminations of plaster finish. Butt and align ends, cope or miter at corners. Secure rigidly in place, maximum 12 inches oc.
- I. Install accessories to lines and levels.
- J. At horizontal metal lath application, secure lath to each support with the specified staples placed around a 10d common nail laid flat under the surface of the lath not more than 3 inches from edge of each sheet and 27" OC. along each joist. Lath to be 3/8 inch rib lath. Install 1-1/2" barbed roofing nails with 7/16" heads at 6" O.C. along joists. **Must maintain ¼" space from lath to backing.**

3.4 CONTROL AND EXPANSION JOINTS

- A. **Locate exterior control and expansion joints every 20 feet in each direction or closer if indicated on the drawings. Install 12 inch wide strip of paper behind each joint. Locate interior control and expansion joints every 12 feet in each direction or closer if indicated on the drawings. Install 12 inch wide strip of specified paper behind each joint. Install control joints/expansions joints at all ceiling and soffit locations if not already indicated on plans. Layout of joints shall be approved by Architect.**
- B. Establish control and expansion joints with specified joint device.
- C. Joint placement shall be approved by Architect before plastering. **Provide layout of all joints and submit to Architect for review and approval prior to installation.**
- D. Apply sealant at splices, intersections and terminals in accordance with Section 07900.

3.5 PLASTERING

- A. Apply plaster in accordance with Sections 2511 and 2512, California Building Code.
 - 1. Measuring Ingredients: Proportion and measure ingredients by means of calibrated boxes or containers of such nature that quantities measured can be readily and accurately checked at any time. Proportioning by shovel measure is not acceptable.
 - 2. Mixing Plaster: Mix plaster by machine for a minimum of 2 minutes. Mix no more plaster that can be properly placed within ½ hour after mixing. Allow no material to remain overnight in mixers or mixing boxes. Thoroughly clean tools and implements used in mixing and transporting plaster.

- B. Apply scratch coat to a nominal thickness of 3/8 inch, brown coat to a nominal thickness of 3/8 inch, and a finish coat to a nominal thickness of 1/8 inch over metal lathed surfaces.
 - 1. On masonry surfaces, apply **bonding agent** per CBC 2510.7, brown coat and finish coat to total thickness of 1/2 inch.
- C. Moist cure scratch and brown coats minimum 48 hours each coat. Refer to Section 2512.6, California Building Code for required methods of application.
- D. After curing, dampen base coat prior to applying finish coat.
- E. Apply finish coat and steel trowel to a smooth and consistent finish. Apply after brown coat has cured minimum 7 days.
- F. Finish Coat Texture: **Finish texture to be Uniform Fine 30/30, Fine 20/30, Medium 16/20 or Heavy sand texture – verify finish with architect in field with field sample prior to proceeding with complete finish coat. Bidder shall include a minimum of (2) different finishes to occur on the project and architect will select locations.**
- G. Avoid excessive working of surface. Delay troweling as long as possible to avoid drawing excess fines to surface.
- H. Moisture cure finish coat for minimum period of 48 hours. Use fine fog spray, in sufficient quantity to be absorbed by plaster only. Do not damage surfaces or permit evaporation during dry weather.
- I. **(PM – Keep or delete this item) Dash Coat: Provide a dash coat over the exposed concrete stem wall on all sides of the building. Finish shall be one of the following to be selected by the architect. Light Dash, Medium Dash, Heavy Dash or Knockdown Dash. The Dash coat shall be painted.**

3.6 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet.

END OF SECTION

SECTION 09 30 13
CERAMIC TILE

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Ceramic tile for floor, walls and base finish using the thin-set application method.
- B. Ceramic tile for exterior veneer using a Portland cement mortar adhesive.

1.2 RELATED SECTIONS

- A. [Section 09 21 16 – Gypsum Board Systems – for backing material behind wall tile.](#)
- B. [Section 09 67 23 – Resinous Flooring – Epoxy.](#)

1.3 REFERENCES

- A. ANSI/TCA 108.5 - Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
- B. ANSI/TCA A108.10 - Installation of Grout in Tile Work.
- C. ANSI/TCA A118.1 - Dry-Set Portland Cement Mortar.
- D. ANSI/TCA A118.4 - Latex-Portland Cement Mortar.
- E. ANSI/TCA A118.6 - Ceramic Tile Grouts.
- F. ANSI/TCA A137.1 - American National Standard Specifications for Ceramic Tile.
- G. ASTM C373 – Water Absorption, Bulk Density, Apparent Porosity and Apparent Specific Gravity of Fired Whiteware Products.
- H. ASTM C1028 – Static Coefficient of Friction.
- I. ASTM C171 – Sheet Materials for Curing Concrete.
- J. TCNA/TCA - (Tile Council of North America) Handbook for Ceramic Tile Installation, Current Edition
- K. CBC 11B – 302.1

1.4 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of Section 01 33 00.
- B. Submit product data indicating manufacturer's specifications and instructions for using dry-set portland cement or latex-cement mortars and grouts.
- C. Submit samples under provisions of Section 01 33 00.
 - 1. Provide sufficient samples of each size, color and texture to demonstrate the maximum ranges of sizes, colors, textures and flatness.
 - 2. Provide samples of all trim shapes.
 - 3. Mount tile and apply grout on two 12 inch by 12 inch plywood panels, representative of pattern, color variations and grout joint size variations.
- D. Submit TCNA method number and detail references for each type of material installation on project.
- E. Deliver master grade certificates complying with ANSI A137.1 or CTI 69.5. Required: Standard grade.
- F. On manufactured dry-set Portland cement or latex-cement mortars and grouts provide labels certifying compliance with referenced standards.
- G. Submit maintenance data.
- H. Include recommended cleaning and stain removal methods, cleaning material and polishes and waxes.

1.5 QUALITY ASSURANCE

- A. Conform to ANSI/TCA A137.1 for tile, except where exceeded by this specification.
- B. Conform to TCA Handbook for Ceramic Tile Installation and ANSI A108.5 for installation of mortar and tile, except where exceeded by this specification.

- C. Conform to ANSI/TCA A108.10 for installation of grout.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in the manufacture of products specified in this Section with minimum five years experience.
- B. Installer: Company specializing in applying the work of this Section with minimum three years experience.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene one week before starting work of this section. Required Attendance:
 - 1. Owner's Representative
 - 2. Project Inspector
 - 3. Contractor
 - 4. Tile Subcontractor
 - 5. Architect

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site only in cartons which have been grade sealed by the manufacturer in accordance with ANSI/TCA A137.1 and with grade seals unbroken. Seconds grade seal quality not permitted.
- B. Tiles delivered to the job or installed in the work which do not fall within the specified standards of quality or accepted color range shall be removed from the jobsite and promptly be replaced with acceptable material.
- C. Store and protect products in dry, secure areas.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Do not install volatile materials in a closed, unventilated environment.
- B. Maintain 50 degrees F or above during installation of mortar and grout materials.
- C. Shade the work area from direct sunlight during the installation as needed to prevent rapid evaporation caused by excessive heat.

2 PART 2 PRODUCTS

2.1 MANUFACTURERS - TILE

- A. Manufacturers:
 - 1. DAL-Tile, Corona, CA
 - 2. American Olean Tile, City of Industry, CA
 - 3. Or equal.

2.2 TILE MATERIAL

- A. Wall Tile: ANSI/TCA A137.1, conforming to the following:
 - 1. Moisture Absorption: As permitted by ANSI A137.1.
 - 2. Size: To be Selected – may be mosaic, 1x1, 2x2, 3x3, 4x4, 6x6, 12x12, 12x24, etc. Trim pieces will vary by use.
 - 3. Edge Treatment: Exterior and interior edges to be Schluter-strip, color/finish and style to be selected. Where base material is not tile provide a Schluter strip trim piece between wall tile and base material, such as epoxy.
 - 4. Surface Finish: To be Selected.
 - 5. Color: As selected
 - 6. Patterns: As shown on plans. If no pattern is shown on plans, contractor is to bid assuming multiple colors within fields of another color. Pattern will be diagonal with a border squared to the perimeter.
 - 7. Bid amount for Material Selection: Contractor to include in bid \$8.00/sf for material cost of tile and trim pieces – with appropriate credit or cost to be transferred to the Owner at the time of selection. Grout and labor to be included

in base bid. Architect may also select glass tiles and accent color tiles within field of mosaics. Contractor to include most expensive installation cost in bid.

- B. Base: Match wall tile for moisture absorption, surface finish, and color: coved bottom.
- C. Wainscot Cap: Match wall tile for moisture absorption, surface finish, color, tile length, bull nosed top edge.

2.3 MORTAR

- A. ANSI/TCA A118.1 – Dry-set Portland Cement Mortar.
- B. ANSI/TCA A118.4 – Latex Portland Cement Mortar.
- C. Per CBC Table 14A-A – Ceramic tile setting mortars for exterior

2.4 GROUT

- A. ANSI/TCA A118.6, Cementitious type with latex additive, color as selected by Architect.
- B. Point exterior tile with a Portland cement mortar.
- C. Seal all grout with grout sealer.

2.5 EXPANSION JOINT MATERIALS

- A. Joint Sealer: One part silicone sealant, self-leveling at horizontal joints, non-sag at vertical joints, elongation capability 25 percent, Short A, hardness range 27, 863 HIGH STRUCTURAL STRENGTH GLAZING AND CONSTRUCTION SILICONE, manufactured by Pecora Corp., Harleysville, PA, or approved equal.
- B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- C. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- D. Joint Backing: ASTM D1056; round, closed cell polyethylene foam rod; oversized 25 percent larger than joint width; DENVERFOAM or GREENROD.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application. Apply to bottom of joints which are too shallow to receive foam backer rod.

2.6 ACCESSORIES

- A. Curing Paper: Kraft paper conforming to ASTM C171.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work. Verify types of materials which may have been in contact with surfaces.
- B. Beginning of installation means installer accepts condition of substrate.

3.2 PREPARATION

- A. Protect surrounding work from damage or disfiguration.
- B. Vacuum clean substrate and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances. Contractor to include leveling/plumbing existing and new surfaces up to 1/2" in 8'-0" out of plumb or level, including filling low spots and grinding/sanding high-spots. Coordinate with general contractor for installation of cement board backer and other tile substrates for proper preparation at time of bid to understand extent of leveling which may be required. Refer to Gypsum Board System specifications for cementitious backer board material and installation requirements prior to tile installation. Confirm backer board installation complies with all TCA tolerance requirements.

3.3 MIXING

- A. Mixing: Mix dry-set Portland cement mortar or latex-Portland cement mortar in accordance with manufacturer's instructions or as modified herein.

- B. Use brand of prepackaged dry mortar mix specified by the manufacturer.
- C. Add dry mortar mix to amount of latex specified by manufacturer and mix thoroughly to obtain complete and visually uniform wetting of the dry mortar mix. Slake for 15 minutes and remix before using.
- D. The proper mortar consistency is such that when applied with the recommended notch trowel to the backing, the ridges formed in the mortar will not flow or slump.
- E. During use, remix mortar occasionally. Additional water or fresh materials shall not be added after initial mixing. Mortar shall not be used after initial set.

3.4 MORTAR APPLICATION

- A. Clean surface thoroughly. Dampen if very dry, but do not saturate.
- B. Apply mortar with flat side of trowel over an area no greater than can be covered with tile while mortar remains plastic.
- C. Within ten minutes before applying tile and using a notched trowel of type recommended by mortar manufacturer, comb mortar to obtain even setting bed without scraping back material.
- D. Cover surface uniformly with no bare spots, with sufficient mortar to ensure a minimum mortar thickness of 3/32 inch between tile and backing after tile has been beaten into place. Tile shall not be applied to skinned-over mortar.
- E. EXTERIOR INSTALLATION: Mortar as described in Table 14A-A shall be applied to the backing as a setting bed. The setting bed shall be a minimum of 3/8" thick and a maximum 3/4" thick. A paste of neat Portland cement or one half Portland cement and one half graded sand shall be applied to the back of the exterior units and to the setting bed and the unit pressed and tapped into place to provide complete coverage between the mortar bed and unit.

3.5 INSTALLATION OF TILE

- A. Refer to mortar and latex manufacturers directions.
- B. Do not soak tile.
- C. Set tile firmly on the mortar or over concrete or cementitious backer board surface with a minimum of 95 percent coverage at floors and wet area walls. Back-butter ribbed tiles and other tiles in accordance with ANSI/TCA 108.5. Spacers on tile determine the joint width between tile. Strings or pegs may be used to space tile that have no spacers. Bring all surfaces to a true plane at the proper position or elevation. Thoroughly beat-in all tile with a beating block while the mortar coat is still plastic. The beating shall fill a minimum of 95 percent of the entire space between units and setting bed. Eighty percent coverage is permitted for walls in non-wet areas. [Once tile is installed the installer assumes responsibility and liability for improperly installed backer board.](#)
- D. Lay tile to pattern indicated on Drawings or request tile pattern from Architect. Do not interrupt tile pattern through openings.
- E. Place Schluter edge strips at exposed tile edges.
- F. Cut and fit tile tight to penetrations through tile. Form corners and bases neatly. Align floor, base and wall joints where floor tiles and wall tiles are same width.
- G. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. No excess setting bed mix allowed in joints. All inside corners shall be covered. No butted 90 degree intersections permitted. All outside corners shall be bull nose, eased edges, or schluter strips. [Contractor to bid most expensive method of install and verify requirements with Architect during submittal process.](#)
- H. Sound tile after setting. Replace hollow sounding units.
- I. Keep expansion or control joints free of setting bed mix or grout. Apply sealant to joints.
- J. Allow tile to set for a minimum of 16 hours prior to grouting.
- K. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.
- L. If tile is face mounted, remove paper within one hour after tile is set and adjust all tiles that are out of line or level. Use no more water than necessary in removing paper.

- M. On exterior veneer units, provide expansion joints every 20 feet horizontally and every 10 feet vertically. Verify location of joints with Architect in field prior to installation. See specification section 07900 for expansion joint filler.

3.6 INSTALLATION OF GROUT

- A. Remove all mortar from face and edge of tile.
- B. Mixing: Refer to grout mix and latex manufacturer's directions.
- C. Dry blend contents of an entire container of grout prior to mixing with water or latex.
- D. Use caution to prevent scratching or damaging tile surfaces.
- E. Dampen dry joints prior to grouting. Do not leave puddles of water in joints before grouting.
- F. Force a maximum amount of grout into the joints. Cushion edge tile shall be finished evenly to the depth of the cushion. Square-edge tile shall be finished flush with the surface. Finished joint shall be uniform in color, smooth and without pinholes, voids, cracks or low spots.

3.7 CLEANING

- A. Clean tile work and adjacent surfaces.

3.8 CURING

- A. Damp-cure grout for a minimum of 72 hours. Remove and replace improperly cured grout.
 - 1. Cover with 40 lb kraft paper.
 - 2. Polyethylene curing membrane not permitted.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished installation.
- B. Do not permit traffic over finished floor surface.

3.10 REPLACEMENT OF MATERIALS

- A. Provide three percent additional tile and trim shapes of each type, color, pattern size used in the work for Owner's use in replacement and maintenance. Package securely to prevent damage and label clearly.

END OF SECTION

SECTION 09 65 13
TOP-SET RESILIENT BASE

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Resilient base – wall and stair stringer

1.2 REFERENCES

- A. ASTM E84 and NFPA 255 – Surface Burning Characteristics of Building Materials.
- B. FS-SS-W40a – Wall Base, Rubber and Vinyl Plastic.
- C. CBC 806.6 – Wall base <=6" shall be tested per CBC 804.2 and shall be not less than Class II. Where Class I floor finish is required, the floor wall base shall be Class I. Tests shall be in accordance with NFPA 253, Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

1.3 FIRE CLASSIFICATION REQUIREMENTS

- A. ASTM E84, NFPA 255: Flame spread less than 25, smoke density less than 450.

1.4 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of the contracts.
- B. Provide product data on specified products and colors available.
- C. Submit samples under provisions of the contract.
- D. Submit three 6 inch long samples of base material for each color selected.
- E. Submit manufacturer's installation instructions under provisions of the contract.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit maintenance procedures and recommended maintenance materials.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain minimum 70 degrees F temperature three days prior to, during and 24 hours after installation of materials.
- C. Provide adequate ventilation to carry off volatile fumes.

1.7 REPLACEMENT MATERIALS

- A. Provide minimum three percent of all materials furnished for each color and size of materials installed.

2 PART 2 PRODUCTS

2.1 MANUFACTURERS, RUBBER

- A. Burke Flooring Products, City of Commerce, CA.
- B. Nora Flooring Systems, Lawrence, MA.
- C. Flexco Co., Tuscumbia, GA.
- D. Azrock Industries, Inc., San Antonio, TX.
- E. Endura Co., Waltham, MA.
- F. Jason Industrial, Inc., Vernon, CA.
- G. Musson Rubber Co., Akron, OH.
- H. Pirelli Industrial Products, Inc., Teaneck, NJ.

- I. Roppe Corp., Fostoria, OH.
- J. Forbo Flooring, Hazleton, PA
- K. Or equal.

2.2 MANUFACTURERS, VINYL

- A. Flexco Co., Tuscumbia, GA.
- B. Armstrong World Industries, Fullerton, CA.
- C. Kentile Floors, Inc., Scottsdale, AZ.
- D. Mercer Products Co., Orlando, FL.
- E. National Floor Products Co., Florence, AL.
- F. Roppe Corp., Fostoria, OH.
- G. VPI Floor Products, Sheboygan, WI.
- H. Or equal.

2.3 BASE MATERIALS

- A. Base: Rubber or vinyl, 1/8 inch gage, standard toe, heights as indicated on drawings or selected by architect (either 4" or 6" height) include in base bid the cost for 6" height, color as selected by the Architect from manufacturer's standard list of colors. Base shall be a continuous roll. Provide base at wall and stair stringer locations.
- B. Base material shall meet FS-SS-W-40a Type I for rubber, Type II for vinyl.
- C. Base Accessories: Premolded end stops, internal and external corners of same material, size and color as base.
- D. Adhesive: As recommended by the manufacturer.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft, and are ready to receive work.
- B. Verify that surfaces are finished, ready to receive base installation.
- C. Beginning of installation means acceptance of existing substrate and site conditions.

3.2 INSTALLATION – BASE MATERIAL

- A. Fit joints tight and vertical. Maintain minimum measurement of 18 inches between joints.
- B. All 90 degree external corners use premolded units only. At corners more or less than 90 degrees, shave a vertical strip down the back side of the material, 1/4 inch wide and not more than 1/2 the thickness at the point of bend. Bend coved toe to required angle. Bond material firmly to wall on both sides of joint to ensure a tight fit with no open void at top.
- C. At 90 degree internal corners use premolded units or as an alternate, miter material to exact angle.
- D. Install base on solid backing. Bond tight to wall and floor surfaces.
- E. Scribe and fit to door frames and other interruptions.
- F. Install base along toe kicks of ALL casework and into all open cabinets (including under sink cabinets, and under all counters).

3.3 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Protection: Protect work until completion. Repair or make good any damage to this work and other materials damaged during installation of base material.

END OF SECTION

SECTION 09 67 23
RESINOUS FLOORING - EPOXY

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Trowel applied monolithic epoxy flooring for kitchen, food processing and toilet rooms.
- B. Perimeter edging and integral ½ inch thick covered base, 6 inches high.

1.2 REFERENCES

- A. ASTM D2240 – Test Method for Rubber Property – Durometer Hardness.
- B. Not Used.

1.3 REGULATORY REQUIREMENTS

- A. Conform to CBC, current edition: Minimum 0.22 watts per cm for Class II, Interior Floor Finish.

1.4 PERFORMANCE REQUIREMENTS

- A. Install flooring to conform to the following:
 - 1. Slip Resistance: Dry leather, .37. Minimum Coefficient of Friction of 0.6 min. per ASTM D2047
 - 2. Surface Hardness: ASTM D2240 (Durometer) Scale "D" 70.
 - 3. Chemical resistance per manufacturer's tables.

1.5 QUALIFICATIONS

- A. Applicator: Company specializing in epoxy flooring applications with five years experience and approved by the materials manufacturer.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit cleaning and maintenance data.
- B. Include procedures for stain removal, repairing surface and cleaning.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in un-opened containers, factory mixed and packaged.
- B. Store materials in a dry, secure area.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not install flooring when temperature is below 60 degrees F or above 90 degrees F.
- B. Maintain this temperature range, 24 hours before, during and 72 hours after installation of flooring.
- C. Restrict traffic from area where flooring is being installed or is curing.

1.9 WARRANTY

- A. Provide three year warranty.
- B. Warranty: Include coverage against flooring delamination from substrate and degradation of surface finish.

1.10 CURING

- A. Concrete surfaces shall be cured and dry prior to application.
- B. Commencement of work indicates acceptance of conditions.

2 PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Tera-Lite Inc., San Jose, CA. Product:
 - 1. TERA-GEM III - DQ – Natural Sand System with CLEAR COATS (B23) (Muted color with visible sand in the mix – 8 standard colors. Architect to select color)
- B. Or equal.

2.2 MATERIALS

- A. Primer: Three component, damp-tolerant epoxy primer.
- B. Coating: Two component, epoxy resin, pigmented, color as selected by Architect.
- C. Aggregate: Fine-graded, chemical resistant, silica.
- D. Sealer Coat: Improves cleanability and chemical resistance. Color to match basecoat.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work, that sub-floor is clean, and free of substances which could affect bond. Verify surfaces are free of depressions, crevices, loose fasteners or protrusions.
- B. Verify concrete floors are dry to a maximum moisture vapor emissions of 3 lbs per 1000 sf in 24 hours; and exhibit negative alkalinity, carbonization, or dusting.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfigurement.

3.3 PREPARATION

- A. Clean substrate surface free of laitence, grease, and other foreign matter.
- B. Sandblasting, bead-blasting, or acid etch are approved cleaning methods.
- C. Provide manufacturer's recommended moisture remediation material to existing concrete slab prior to installation of finish material. Cost of moisture remediation to be included in the bid with a credit to be given to Owner, if after confirmation, material is not needed.
- D. Where existing ceramic tile floors and coved tile base have been demolished down to mortar bed, the Contractor is to patch and fill as required for installation of epoxy floor system. Use Mapei Novoplan 2 underlayment or approved equal. Follow manufacturer's instructions for installation prior to epoxy floor system installation. Coordinate with demolition contractor and epoxy flooring installer as required – coordinate with general contractor at bid time to confirm all costs are covered.

3.4 INSTALLATION – FLOORING

- A. Mix components according to manufacturer's recommendations.
- B. Apply bonding coat by trowel or brush. Trowel apply 3/16 – ¼ inch body coat.
- C. Apply minimum two coats. Power sand to remove trowel marks. Roller apply final-finish dressing in texture selected.
- D. Base Application: Apply vertical areas with same materials. Height of base application: 6 inches, including cove, unless otherwise indicated. Provide metal edge trim along top of base to set level to finish edge (and to receive tile/grout above), Schluter or approved equal.
- E. Texture: **(To be decided during submittal process)**
 - a. #70 Mesh - Dry Storage, Restrooms (light to medium texture, typical for schools)
 - c. Flintshot– All wet areas, kitchens, shower rooms, wash-down areas, outside walkways with regular traffic, restrooms (medium to heavy texture)

F. Apply sealer coat per manufacturer's instructions.

3.5 PROTECTION

A. Protect finished installation from traffic until curing is complete.

END OF SECTION

SECTION 09 77 00
FIBERGLASS REINFORCED PLASTIC PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. [Fiberglass Reinforced Plastic Wall and Ceiling Panels.](#)
- B. Components and Moldings.

1.2 REFERENCES

- A. AQMD, Local Regulations.
- B. USDA – U.S. Department of Agriculture.
- C. ASTM E84 – Surface Burning Characteristics of Building Materials.
- D. [LEED and CalGreen: Shall meet or exceed both requirements.](#)
- E. CBC - California Building Code – 2019 Edition.

1.3 QUALITY ASSURANCE

- A. Product Manufacturer. Company Specializing in manufacturing products specified herein with minimum ten years experience.
- B. Applicator Company specializing in installation of specified products with minimum five years experience
- C. Fire Resistive Standards: California Building Code.
- D. Surface Burning Characteristics: Conform to ASTM E84, smoke density maximum 450, flame spread maximum 75.
- E. USDA approval required for all materials.

1.4 SUBMITTALS

- A. Submit product data in accordance with the provisions of Section 01 30 00.
- B. Submit three (3) sets of samples of panels and molding illustrating color, texture, thickness and physical characteristics.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the project site with manufacturers labels intact and legible.
- B. Handle materials with care to prevent damage.
- C. Deliver materials bearing USDA accepted label and required classification numbers.
- D. Store materials under cover, stacked flat, off floor.
- E. Stack panels so that long lengths are not over short lengths.

1.6 ENVIRONMENTAL CONDITIONS

- A. Maintain temperature range between 55 degrees E to 70 degrees F. for 24 hours before, during and after gypsum wallboard and joint treatment applications.
- B. Provide ventilation during and following sealing of joints.
- C. Adhesives shall conform to AQMD, Local Regulations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Fiberglass Reinforced Plastic Panels: Products of Nudo Products, Inc., Springfield, IL, are the standard of quality required and specified herein. Similar products of Ornite Fiberglass Co., Chino, CA, meeting or exceeding standards of the proprietary products listed herein, may be submitted as a substitution per the Division 1 requirements.

2.2 MATERIALS

- A. FiberLite FRP – wall and ceiling panels, conforming to the following:
1. Panels: 0.090 thick, chemical, stain, odor, moisture and impact resistant. Panels shall not support mold or mildew and 100% moisture resistant. Panels shall be textured or smooth, selected by architect during construction. At kitchen locations confirm with local health department which finish is acceptable. Color selected by architect.
 2. Meets USDA and FDA requirements.
 3. Fire rating: Class A.
 4. Meets ASTM D-5319.
 5. Sizes:
 - a. Walls - Provide 4'x height indicated on plans. If not indicated provide 4'x8' min.
 - b. Ceilings – Provide 2'x2' or 2'x4' as indicated on plans.
 6. Color: Provide full range of options from manufacturer. Color to be selected by architect.
 7. Moldings: Color-match. Designs and thickness shall match panels. Provide at all edges and divider joints and in the longest lengths possible. Architect to select vinyl or aluminum, provide both options in bid.
 8. Sealant: One-part silicone type compatible with panels and moldings.
 9. Miscellaneous Fasteners: Drive screw shank nails as required, 302-304 stainless steel, diamond point, checkered head, painted white.
 10. Adhesive: As recommended by manufacturer, VOC Compliant.
 11. Accessory Items: Recommended by the manufacturer of the panels specified.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive the work of this Section.
- B. Verify that gypsum board substrate has been taped and sanded, all joints.
- C. Beginning of installation means installer accepts existing surfaces.

3.2 INSTALLATION

- A. Install panels plumb, level and with all vertical joints on bearing.
- B. Verify location and install all trim required. Install all trim and sealant in accordance with the manufacturer's recommendations.

3.3 CLEANING

- A. Do not allow the accumulation of debris, immediately remove spilled or splashed material and all trace of residues.

END OF SECTION

SECTION 09 84 20
ACOUSTICAL WALL and CEILING TREATMENT**PART 1 GENERAL**

1.01 SUMMARY

- A. Section Includes: Custom fabricated acoustical co-polymer wall and ceiling panels.

1.02 REFERENCES

A. ASTM International:

1. ASTM C423 Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
2. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
3. ASTM E795 Standard Practices for Mounting Test Specimens During Sound Absorption Tests.

1.03 SYSTEM DESCRIPTION

A. Performance Requirements:

1. Surface Burning Characteristics (ASTM E84):
 - a. Flamespread: 25 maximum.
 - b. Smoke Developed: 450 maximum.
 - c. Fire ratings for all fabric covered panels is based on testing of the panel wrapped with the standard in stock fabric, Guilford of Maine, Model FR 701.
 - d. This rating applies to all acoustical wall treatment unless specifically excluded in the product specification section 2.02.

1.04 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Product Data: Submit product data sheet, for specified products.
- C. Shop Drawings: Submit shop drawings showing layout, edge profiles and panel components, including anchorage, accessories, finish colors and textures.
- D. Samples: Submit selection and verification samples of finishes, colors and textures.
- E. Test Reports: Certified test reports showing compliance with specified performance requirements.
 1. Standard Systems: Submit certified copies of previous test reports substantiating performance of system in lieu of retesting.

1.05 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirements Section.

- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements: Do not install panels until wet work, such as concrete and plastering, is complete; the building is enclosed; and the temperature and relative humidity are stabilized at 60 - 80 degrees F (16 - 27 degrees C) and 35% MINIMUM RH and 55% MAXIMUM RH, respectively. All products constructed with wood or wood fiber content must be stored for at least 72 hours in the controlled environment specified herein prior to installation to allow the materials to stabilize.

PART 2 PRODUCTS

2.01 ACOUSTICAL WALL AND CEILING PANELS

- A. Manufacturer: Kinetics Noise Control.
 - 1. Contact: PO Box 655, 6300 Irelan Place, Dublin, OH 43017; Telephone: (614) 889-0480; Fax: (614) 889-0075; E-mail: intsales@kineticsnoise.com; Web site: www.kineticsnoise.com.

2.02 MANUFACTURED UNITS

- A. SportsBoard Conform co-polymer Panels:
 - 1. Thickness: 2 1/16 inches (52 mm). See plans for locations.
 - 2. Size: As indicated on the drawings up to a maximum 42 inch (1067 mm) x 92 inch (2337 mm) panel.
 - 3. Core: 2 inches (51 mm) thick, 6 - 7 pcf (96- 112 kg/m³) density fiberglass.
 - 4. Edge Detail: Square.
 - 5. Formed Copolymer Facing and Edges: 1/16 inch (1.6 mm) thick copolymer perforated with 3/32 inch (2.4 mm) holes on 5/32 inch (4 mm) staggered centers. Copolymer is a single sheet heat formed to cover all panel edges.
 - a. Color: As selected from panel manufacturer's range of standard colors.
 - 6. Install with minimum 1/8 inch (3.2 mm) reveal at the perimeter to allow for expansion and contraction of copolymer due to temperature changes.
 - 7. Sound Absorption (ASTM C423): Noise Reduction Coefficient (NRC) as follows:
 - a. 1 1/16 inches (27 mm) Panel: 0.70, minimum.
 - b. 2 1/16 inches (52 mm) Panel 1.00, minimum
- B. Equals: Metro Rebound by Wall Technology or approved equal.

PART 3 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.

Installation Requirements:

1. All panels shall be installed per manufactures recommendation and shall comply with DSA requirements and the 2019 CBC.
2. Ceiling installation shall provide a direct and positive anchorage to the new or existing ceiling finish material and ceiling/roof framing. Furring strips shall not be used unless the thickness will not make the panel installation interfere with the new or existing fire sprinkler head spray coverage. Provide blocking as required within walls and ceiling/roof structure to support panel installation.
3. Wall installation shall utilize "Z" bar method as shown on plans and per manufactures recommendation.
4. Submit proposed installation methods to architect for review and approval.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify that substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.
 1. Verify that stud spacing is 16 inches (406 mm) oc, maximum, for panels installed over open studs.
 2. Do not install panels until unsatisfactory conditions are corrected.

3.03 CLEANING

- A. Follow manufacturer's instructions for cleaning panels soiled during installation. Replace panels that cannot be cleaned to as new condition.
- B. Keep site free from accumulation of waste and debris.

END OF SECTION

SECTION 09 91 00
PAINTING

1 PART 1 GENERAL

1.1 WORK INCLUDED

- A. Surface preparation.
- B. Prime coat application.
- C. Finish coat application.

1.2 WORK NOT INCLUDED

- A. Surfaces Not To Be Painted:
 - 1. Prefinished wall, ceiling and floor coverings.
 - 2. Items with factory-applied final finish except roof-mounted equipment or electrical panels, or equipment on painted walls (Roof mounted equipment and electrical equipment on painted walls (interior and exterior) shall be painted if visible.
 - 3. Concealed ducts, pipes and conduit.
 - 4. Glass, plastic laminate, ceramic tile, anodized aluminum.
 - 5. Steel items embedded in concrete. Exposed areas are to be painted.
 - 6. Surfaces specifically scheduled or noted on the drawings not be painted.
 - 7. Fire-Rated Labels on Doors or Frames.
 - 8. Exterior Tags on Modular Buildings

1.3 REFERENCES

- A. AQMD – Local Air Quality Management District, Regulations.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
- C. ASTM D4444 – Use and Calibration of Hand-Held Moisture Meters.

1.4 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with ten years experience.
- B. Applicator: Company specializing in commercial painting and finishing with five years experience.

1.5 REGULATORY REQUIREMENTS

- A. Conform to AQMD Regulations concerning VOC Emissions.
- B. Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this Specification, comply with the more stringent provisions.

1.6 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of the contract.
- B. Provide product data on all finishing products.
- C. Submit samples under provisions of the contract.
- D. Submit three samples 8-1/2 inch x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled for selection
- E. Prepare wood samples on type and quality of wood specified.
- F. Submit manufacturer's application instructions under provisions of the contract.

1.7 FIELD SAMPLES

- A. Provide samples under provisions of the contract.

- B. Provide field sample panel, illustrating coating color, texture and finish for each color scheduled.
- C. Locate as approved by Architect.
- D. Approved sample may remain as part of the Work.
- E. Do not proceed with coating application until sample panel has been approved.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site in sealed and labelled containers.
- B. Container labeling to include manufacture's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation and instructions for mixing and reducing.
- C. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area unless permitted otherwise by manufacturer's instructions.
- D. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during and 48 hours after application of finishes, unless permitted otherwise by manufacturer's instructions.
- B. Do not apply exterior coatings during rain, or when relative humidity is above 50 percent, unless permitted otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish and transparent Finishes: 65 degrees F for interior or exterior, unless permitted otherwise by manufacturer's instructions.
- E. Provide lighting level sufficient to conduct painting operations.

1.10 EXTRA STOCK

- A. Provide an extra stock equaling ten percent (10%) of each color, type and gloss of paint used on the Work, but not more than five gallons for each.
 - 1. Label each container with color, texture and room locations in addition to the manufacturer's label.

1.11 GUARANTEE

- A. Guarantee the painting work against peeling, fading, cracking, blistering or crazing for a period of two years from the Date of Substantial Completion.

2 PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Kelly Moore, San Carlos, CA. Basis of design is based on DuraPoxy HP Interior/ Exterior (Ultra Premium), Acryshield Exterior (Premium) and DuraPoxy Interior (Ultra Premium) paint finish. Model numbers listed in the schedule below may need to adjust based on the current paints provided by manufacturer.

Note: The DuraPoxy HP line shall be used at all interior and exterior doors and frames on both sides and all faces and edges. All other exterior surfaces shall be painted with the AcryShield paint finish.

2.2 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Prepare pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Colors and Glosses: The Architect will select colors to be used in the various types of paint specified and will be the sole judge of acceptability of the various glosses obtained

from the materials proposed to be used in the Work. Architect will select a minimum of 4 colors for the interior and 4 colors for the exterior per building. If the building is over 6,000 square feet, the architect may select up to 6 colors for the interior, with no more than 4 colors being used in any single room.

1. Preliminary Interior Sheen Schedule (final sheens to be verified with Architect):
 - a. Gypsum Board – All areas other than restrooms: Satin
 - b. Gypsum Board at restrooms: Semi-gloss
 - c. Handrails, Metal Doors & Frames, other metals: Semi-Gloss
 - d. Interior Wood: Semi-gloss or clear coat
 - e. Ceiling Tiles: Satin
 - f. Exposed Ductwork: Satin or Semi-gloss
 2. Preliminary Exterior Sheen Schedule (final sheens to be verified with architect):
 - a. Cement Plaster: Satin or Semi-Gloss
 - b. Metal fascia, leader-heads, rainwater leaders, downspouts, perforated metals, miscellaneous metals: Semi-gloss
 - c. Handrails, Metal Doors & Frames: Semi-Gloss
 - d. Exterior Wood: Semi-gloss or Satin
 - e. Mechanical louvers, metal trim, expansion joints, other metals within the cement plaster system: Satin or Semi-gloss
- C. Undercoats and Thinners: Provide undercoat paint produced by the same manufacturer as the finish coat. Use only the thinners recommended by the paint manufacturer and use only to be recommended limits. Insofar as practicable, use undercoat, finish coat and thinner material as parts of a unified system of paint finish.
- D. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- E. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified of commercial quality.

2.3 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended by the manufacturer.
- B. Compatibility: Prior to actual use of application equipment, use all means necessary to verify that the proposed equipment is actually compatible with the material to be applied and that the integrity of the finish will not be jeopardized by use of the proposed application equipment.

2.4 FINISHES

- A. Refer to schedule at end of section for surface finish. Notwithstanding product numbers listed in schedule, Contractor shall conform to most recent product numbers as published by the manufacturer.

3 PART 3 EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application not identified to be prepared by you under section 3.3.
- C. Measure moisture content of new surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Plaster and Gypsum Wallboard: 12 percent.
 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 3. Interior Located Wood: 15 percent, measured in accordance with ASTM D4442 and ASTM D4444.

4. Exterior Located Wood: 19 percent, measured in accordance with ASTM D4442 and ASTM D4444.
- D. Beginning of installation means acceptance of existing surfaces.

3.2 MATERIALS PREPARATION

- A. Mix and prepare painting material in accordance with manufacturer's recommendations.
- B. Store materials not in actual use in tightly covered containers.
- C. Maintain containers used in storage, mixing and application of paint in a clean condition, free from foreign materials and residue.
- D. Stir all materials before application to produce a mixture of uniform density and as required during the application of materials. Do not stir into the material any film which may form on the surface. Remove the film and strain the material before using.

3.3 SURFACE PREPARATION

- A. Remove electrical plates, hardware, light fixture trim and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- F. Gypsum Board Surfaces: Fill minor defects, joints and nail head depressions with spackling compound. Prime in accordance with primer manufacturer's recommendations.
- G. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer as specified in schedule. When time permits, allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or surface has been treated with chromates or silicates, clean all galvanized metal with appropriate metal prep and passivator remover. To ensure passivator has been removed, perform the following test:
 - a. With a 2% to 5% copper sulfate solution, place a swab or droplets to the prepared area. If copper sulfate causes the galvanized to blacken, the passivator has been removed and is ready for paint application.
 - b. If the copper sulfate has no effect on the galvanized, continue with metal prep solution or use a Scotch pad to abrade it, being careful not to remove the galvanization itself. Apply the required primer, allow drying as described in the product data sheets and test adhesion prior to applying required finish coats.
- H. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering or corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- I. Plaster Surfaces: Fill hairline cracks, small holes, and imperfections with patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- J. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- K. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.

- L. Wood Scheduled to Receive Paint Finish: Remove dust, grit and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.
- M. Wood Doors and Cabinet Work scheduled for field-applied transparent or solid stain finish:
 - 1. Sand surfaces thoroughly with a 5/0, 180 grit sandpaper.
 - 2. Apply coatings as specified in the schedule to all surfaces, sides and edges, all six sides. Avoid streaking or uneven application.
- N. Wood Doors Scheduled for Painting: Seal top, bottom and all edges with primer and then paint. Leave labels intact and readable.
- O. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- P. Painted Steel Posts, Downspouts, Etc: Wire brush any loose or flaking paint. Scrape any bubbles and wire brush back to a point where paint has solid adhesion. Spot prime areas prior to final application of finish.
- Q. Aluminum scheduled to be painted shall be cleaned and etched as recommended by the manufacturer for proper application of finish.

3.4 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.5 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish. Number of coats specified is a minimum. Additional coats shall be applied at no extra cost, if coatings show evidence of uneven application, uneven pigmentation, brush strokes or otherwise unsatisfactory distribution of material.
NOTE: BACK ROLL AFTER EACH APPLICATION.
- D. Under coats shall be lighter and brighter in tint than finish coat.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.
- G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- H. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- I. Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- J. Seal Tops, bottoms and cutouts for hardware and accessories of wood or plastic laminate covered doors.
- K. Split paint door frames to match color of walls on each side of opening.

3.6 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Refer to Section Divisions 15 and 16 for color coding and identification banding requirements of equipment, duct work, piping, and conduit.
 - 1. Unless otherwise indicated, conform to the following color coding system:

TYPE of PIPING	PRODUCT NUMBER	COLOR
Chilled Water	Ameritone 1986	Vista Gray
Condenser Water	Sinclair 7532	Canvas Tan
Domestic Hot Water	Sinclair 7518	Admiral Blue

Domestic Cold Water	Sinclair 7530	Edison Blue
Plant Air	Copper	Clear Lacquer
Vacuum	Sinclair 7500	Shasta White
Oxygen	Sinclair 7535	John Deere Green
Cold Soft Water	Sinclair 7575	OSHA Violet
Steam	Sinclair 7534	Caterpillar Yellow
Hot Water	Sinclair 7533	Ferguson Gray
Soil Waste	Sinclair 7531	Loam Brown
Fire	Sinclair 7570	OSHA Red
Fuel Gas	Sinclair 7572	OSHA Orange
Deionized Water		Light Blue

2. Verify appropriate specific color designations with paint manufacturer.
 3. Conform to Owner's special requirements for color coding. Match existing coding system where required.
- B. Paint shop primed equipment.
 - C. Remove **all (finished and unfinished)** louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
 - D. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, except where items are shop finished and confirmed with architect not to paint.
 - E. Replace identification markings on mechanical or electrical equipment when painted accidentally.
 - F. Paint interior surfaces of air ducts that are visible through grilles and louvers with one coat of flat black paint, limit of sight line. Paint dampers exposed behind louvers and grilles, to match face panels.
 - G. Paint exposed conduit and electrical equipment occurring in finished areas.
 - H. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
 - I. Color code equipment, piping, conduit, and exposed ductwork in accordance with requirements indicated. Color band and identify with flow arrows names and numbering, using stencils or other approved systems.
 - J. Replace electrical plates, hardware, light fixture trim and fittings removed prior to finishing.

3.7 **CLEANING**

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.8 **SCHEDULE – EXTERIOR SURFACES**

		Other	Kelly Moore DuraPoxy HP	Kelly Moore AcryShield
A.	Wood – Flat - Acrylic			
	1. One Coat			255
	2. Two Coats			1240
B.	Wood – Semi-Gloss - Acrylic			
	1. One Coat			255
	2. Two Coats			1250
C.	Wood – Gloss - Acrylic			

	1. One Coat	S-30 Griptec		
	2. One Coat	S-39 Beyond		
	3. One Coat	S-39 Beyond		
D.	Wood – Stain- Transparent – Acrylic			
	1. Two Coats			1285
E.	Wood – Stain – Solid – Acrylic			
	1. Two Coats			1240
F.	Wood – Clear – Spar Varnish			
	1. Three Coats	Old Master Spar Marine Varnish		
G.	Concrete – Flat – Acrylic			
	1. One Coat			247
	2. Two Coats			1240
H.	Concrete – Low Sheen – Acrylic			
	1. One Coat			247
	2. Two Coats			1245
I.	Concrete – Elastomeric			
	1. One Coat	247		
	2. Two Coats	1128		
J.	Concrete Block – Flat – Acrylic			
	1. One Coat	521		
	2. Two Coats			1240
K.	Concrete Block – Low Sheen – Acrylic			
	1. One Coat	521		
	2. Two Coats			1245
L.	Concrete Block – Elastomeric			
	1. One Coat	521		
	2. Two Coats	1128		
M.	Cement Plaster – Flat – Acrylic			
	1. One Coat			247
	2. Two Coats			1240
N.	Cement Plaster – Low Sheen – Acrylic			
	1. One Coat			247
	2. Two Coats			1245
O.	Cement Plaster – Elastomeric			
	1. One Coat	247		
	2. Two Coats	1128		
P.	Ferrous – Flat – Acrylic			

	1. One Coat	5725		
	2. One Coat			1240
	3. One Coat			1240
Q.	Ferrous – Semi-Gloss – Acrylic			
	1. One Coat	5725		
	2. One Coat	5885		
	3. One Coat	5885		
R.	Ferrous – Gloss – Alkyd			
	1. One Coat	265		
	2. One Coat	1999		
	3. One Coat	1999		
S.	Ferrous – Factory Primed: Touch-up primer coat in lieu of full primer coat. Finish coats as specified above.			
T.	Galvanized and Aluminum – Flat - Acrylic			
	1. One Coat	Surface Prep: SSPC-SP1 Krud Kutter Metal Clean		
	2. One Coat	5725		
	3. One Coat			1240
	4. One Coat			1240
U.	Galvanized and Aluminum – Semi Gloss – Acrylic			
	1. One Coat	Surface Prep: SSPC-SP1 Krud Kutter Metal Clean		
	2. One Coat	5725		
	3. One Coat	5885		
	4. One Coat	5885		
V.	Galvanized and Aluminum – Gloss – Alkyd			
	1. One Coat	Surface Prep: SSPC-SP1 Krud Kutter Metal Clean		
	2. One Coat	5725		
	3. One Coat	1999		
	4. One Coat	1999		
W	Entry Doors, & Door Casings - Semi-Gloss – Interior/ Exterior High Performance Acrylic			
	1. One Coat	295		
	2. One Coat			2888
	3. One Coat			2888

3.9 **SCHEDULE – INTERIOR SURFACES**

		Other	Kelly Moore DuraPoxy	Kelly Moore DuraPoxy HP
A.	Wood – Matte - Acrylic			
	1. One Coat	295/973		
	2. Two Coats		1600	
B.	Wood – Semi-Gloss - Acrylic			
	1. One Coat	295/973		
	2. Two Coats		1685	
C.	Wood – Eggshell - Acrylic			
	1. One Coat	295/973		
	2. Two Coats		1686	
D.	Wood – Gloss – Acrylic			
	1. One Coat	295/973		
	2. Two Coats		1680	
E.	Wood – Stain – Transparent, Non-Yellowing - Flat – Lacquer			
	1. One Coat	GemGlo 6700 Series		
	2. One Coat	Gemini Precat Sealer 210-0222		
	3. Two Coats	Gemini Precat 510- 0277		
F.	Wood – Stain – Transparent, Non-Yellowing – Semi-Gloss - Lacquer			
	1. One Coat	GemGlo 6700 Series		
	2. One Coat	Gemini Precat Sealer 210-0222		
	3. Two Coats	Gemini Precat		
	1. One Coat	GemGlo 6700 Series		
	2. One Coat	Gemini Precat Sealer 210-0222		
	3. Two Coats	Gemini Precat 510-0275		
G.	Wood – Stain – Transparent, Non-Yellowing – Gloss - Lacquer			
	1. One Coat	GemGlo 6700 Series		
	2. One Coat	Gemini Precat Sealer 210-0222		
	3. Two Coats	Gemini Precat 510-0274		
H.	Wood – Stain – High Solids – Satin – Acrylic Urethane			
	1. One Coat	Old Masters Stain		

	2. One Coat	2097		
	3. Two Coats	2097		
I.	Wood – Stain – High Solids – Semi-Gloss - Acrylic Urethane			
	1. One Coat	Old Masters Stain		
	2. One Coat	2094		
	3. Two Coats	2094		
J.	Wood – Stain Solid – Gloss - Acrylic Urethane			
	1. One Coat	Old Masters Stain		
	2. One Coat	2096		
	3. Two Coats	2096		
K.	Concrete, Plaster, Masonry – Matte - Acrylic			
	1. One Coat	971		
	2. One Coat		1600	
L.	Concrete, Plaster, Masonry – Eggshell - Acrylic			
	1. One Coat	971		
	2. Two Coats		1686	
M.	Gypsum Board – Matte - Acrylic			
	1. One Coat	971		
	2. One Coat		1600	
N.	Gypsum Board – Semi-Gloss - Acrylic			
	1. One Coat	971		
	2. Two Coats		1685	
O.	Gypsum Board – Eggshell - Acrylic			
	1. One Coat	971		
	2. Two Coats		1686	
P.	Gypsum Board – Gloss - Acrylic			
	1. One Coat	971		
	2. Two Coats		1680	
Q.	Ferrous – Matte – Acrylic			
	1. One Coat	5725		
	2. One Coat		1600	
	3. One Coat		1600	
R.	Ferrous – Semi-Gloss – Acrylic			
	1. One Coat	5725		
	2. One Coat		1685	
	3. One Coat		1685	
S.	Ferrous – Gloss – Acrylic			
	1. One Coat	5725		
	2. One Coat		1680	
	3. One Coat		1680	

T.	Ferrous – Factory Primed: Touch-up primer coat in lieu of full primer coat. Finish coats as specified above.		
U.	Galvanized and Aluminum – Matte - Acrylic		
	1. One Coat	Surface Prep: SSPC-SP1 Krud Kutter Metal Clean & Etch	
	2. One Coat	5725	
	3. One Coat		1600
	4. One Coat		1600
V.	Galvanized and Aluminum – Semi-Gloss - Acrylic		
	1. One Coat	Surface Prep: SSPC-SP1 Krud Kutter Metal Clean & Etch	
	2. One Coat	5725	
	3. One Coat		1685
	4. One Coat		1685
W	Galvanized and Aluminum – Gloss - Acrylic		
	1. One Coat	Surface Prep: SSPC-SP1 Krud Kutter Metal Clean & Etch	
	2. One Coat	5725	
	3. One Coat		1680
	4. One Coat		1680
X.	Acoustical Ceiling Tiles – sheen per Manufacturer Recommendation		
	1. One Coat	295	
	2. Two Coats	485	
Y.	Window Systems - Satin – Interior/ Exterior High Performance Acrylic		
	1. One Coat	295/973	
	2. One Coat		2888
	3. One Coat		2888
Z.	Entry Doors, & Door Casings - Semi-Gloss – Interior/ Exterior High Performance Acrylic		
	1. One Coat	295/973	
	2. One Coat		2888
	3. One Coat		2888

3.10 SPECIAL COATINGS

- A. Exterior metal handrails, guardrails, ornamental metal fences and gates and exterior stairs, total 5.5 to 8.5 mil thickness, as recommended by the manufacturer:

		Tnemec		Rustoleum	
1.	Unprimed or shop primed –				

	Ferrous – Gloss - Polyurethane			
	a. One Coat	50-330		9100
	b. One Coat	74		9700
2.	Unprimed or shop primed – Ferrous – Semi-Gloss - Polyurethane			
	a. One Coat	50-330		9100
	b. One Coat	75		9700
3.	Galvanized or Aluminum – Gloss - Polyurethane			
	a. One Coat	P-66		9100
	b. One Coat	74		9700
4.	Galvanized or Aluminum –Semi- Gloss - Polyurethane			
	a. One Coat	P-66		9100
	b. One Coat	75		9700

END OF SECTION

SECTION 10 14 10
SIGNS – ROOM IDENTIFICATION

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Plastic signs.

1.2 REFERENCES

- A. Chapters 10, 11, 2019 California Building Code, 11B Division 7.
- B. Chapter 3, Title 19, CCR.
- C. ASTM D4802 – Poly (Methyl Methacrylate) Acrylic Plastic Sheet.
- D. All signage to conform to CBC 1011.4 and 11B-703. These sections shall override other references within this specification.

1.3 SUBMITTALS FOR REVIEW

- A. Submit shop drawings under provisions of Division 1.
- B. Submit shop drawings listing sign styles, lettering and locations and overall dimensions of each sign. Submit proofs of ALL signs prior to ordering for final approval.
- C. Submit samples under provisions of Section Division 1.
- D. Submit three samples illustrating full-size sample sign, of type, style and color specified including method of attachment. If accepted, samples may be installed in project.
- E. Submit manufacturer's installation instructions under provisions of Section Division 1.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site and protect from damage. Store until immediately prior to substantial completion.

1.5 PRE-INSTALLATION CONFERENCE

- A. Notify Architect when signs are ready for installation. Arrange for conference at the site. Do not proceed with installation until Architect's approval of specific locations and methods of attachment has been obtained.
- B. Provide signs from one manufacturer, unless approved.

1.6 REGULATORY REQUIREMENTS

- A. Conform to CBC for provisions for the physically disabled.
- B. SIGNAGE REQUIREMENTS: (Room Identification and Exit signs)
 - 1. Tactile characters shall be selected from fonts where widths of the upper case "O" is 60% min. & 110% maximum of the height of the uppercase letter "T". Character height measured vertically from the baseline of the character shall be 5/8" min. & 2" max. based on the height of the uppercase letter "T". Stroke thickness shall be 15% max. of the height of the character.
 - 2. Characters and symbols shall be contrast in color or image with either light letters on dark background or dark letters on light background. Colors to be selected by Architect.
 - 3. Letters and numbers on permanent room identification signs shall be raised minimum 1/32 inch, without serif.
 - 4. Raised letters shall be accompanied by California contracted grade 2 BRAILLE tactile identification.
 - 5. For Tactile Signage: minimum height for raised characters or symbols is 5/8 inch. Maximum Height: 2 inches. See signage detail in drawings for specifics.
 - 6. Pictographs shall be accompanied by equivalent verbal description directly below and shall comply with CBC Section 11B-703.6.
 - 7. Signs shall be located within 18 inches from edge of door on wall adjacent to latch side of door or nearest adjacent wall (where there isn't wall space at the latch side). They shall be mounted 60 inches maximum above finished floor to

baseline of highest row of tactile characters, and 48 inches minimum to baseline of the lowest braille cells. For double doors with an inactive leaf and an active leaf, sign shall be mounted on the inactive leaf. For double doors with two active leaves, sign shall be mounted to the right of the right leaf.

8. Conform to all other CBC requirements including finishes and contrasts.
9. Include pictogram showing fire extinguisher inside on all signs where there is a fire extinguisher inside. This sign does not require tactile/braille requirements.

2 PART 2 PRODUCTS

2.1 MATERIALS

- A. Acrylic Plastic Sheet: ASTM D4802, clear, ¼ inch thick. Include up to (3) different colors of plastic to be used as part of the sign.
- B. Fasteners: Clear silicone sealant, as specified in Section 07 92 00 and screws.
- C. Frames: Where noted on drawings provide anodized aluminum frame with recessed edge at all signs. The color and finish of frame shall be selected by architect from full range of colors and finishes from the manufacture and colors that match the plastic sign material color.

2.2 ROOM & EXIT IDENTIFICATION SIGNAGE

- A. Provide room identification signs. Install on wall adjacent to door, on latch side.
- B. Material: Laminated acrylic plastic ¼ inch total thickness, colors as selected by Architect.
 1. Upper Layer: Non-glare clear acrylic, 1/8 inch thick.
 2. Lower Layer: Opaque Acrylic, 1/8 inch thick.
- C. Type Required: Minimum 8 inches long, surface application, Room ID 1.5", Room Name ¾", Exit ¾" inch high letters, 3/32 inch stroke width, fully tactile, with grade 2 BRAILLE indicator, or as indicated on drawings, whichever is more expensive.
 1. Provide signage where shown on plans
 2. Provide up to 15 letters per room sign
 3. Provide up to 4 numerals per room sign
 4. Provide for one sign for every door unless noted otherwise*

*Signs may be combined into a single sign if approved by the Architect.
- D. Lettering Type Style: Neutra Text Demi.

2.3 OCCUPANT LOAD SIGNS

- A. Provide maximum occupancy load signs where indicated or as required below. Install near main exit of following rooms:
 1. Assembly rooms.
 2. Classrooms greater than 1,000 sf.
- B. Material: Laminated plastic, ¼ inch thick, colors as selected by Architect.
 1. Upper Layer: Non-glare clear acrylic 1/8 inch thick.
 2. Lower Layer: Opaque acrylic, 1/8 inch thick.
- C. Type Required: minimum 4 inches high, minimum 8 inches long, sub-surface application, letters and numerals to comply with Table 11B-703.5.5 based on mounting height and distance from viewing location.
- D. Lettering Type Style: Neutra Text Demi complying with 11B.703.5
- E. Obtain occupant load number from Architect.
- F. Conform to Section 1002, California Building Code.

2.4 ACCESSIBILITY SIGN

- A. Provide at each accessible building entrance. Include International Symbol of Accessibility, manufacturer's standard, approved by Architect. Sign shall be visible to persons along approaching pedestrian ways. Provide additional directional signs as indicated on drawings.
- B. Conform to CBC 11B 703.2.1 for raised characters & CBC 11B 703.7.2.1 for ISA & directional visual signage.

2.5 FIRE PROTECTION PLAQUE

- A. Minimum 144 sq in size, manufacturer's standard approved by Architect, graphic layout indicating major building elements, corridors, exits, fire protection devices, routes of travel and required emergency information, in minimum 3 colors.
- B. Conform to [Section 3.09, Title 19, CCR](#).
- C. Provide one plaque per building to be located by Architect during construction.

2.6 ASSISTIVE LISTENING SYSTEM SIGN (ALS)

- A. Provide in each Classroom and assembly spaces such as Conference Room, Gymnasiums, Multi-Use, etc. Graphic layout to include "ASSISTIVE LISTENING SYSTEM AVAILABLE" text and a graphic symbol of an ear as indicated on sign detail.
- B. Material: (2) layers of laminated plastic, ¼ inch thick, colors as selected by Architect.
- C. Lettering: 5/8" high Helvetica Medium tactile font, raised 1/32"
- D. Conform to [CBC 11B 703.2.1](#) for raised characters & [CBC 11B 703.7.2.1](#).

3 PART 3 EXECUTION**3.1 EXAMINATION**

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means installer accepts existing surfaces.

3.2 INSTALLATION

- A. Install with clear silicone adhesive with zero clearance between plastic and face of substrate. Double face adhesive tape not permitted. All exterior signs to be installed with adhesive and with two (2) galvanized round head Torx Pin-Head stainless steel wood screws, 2" long minimum. [Where indicated, provide colored covers to conceal screws. Where signs are to be installed directly on glass, provide vinyl backer in color specified by Architect, to mask adhesive on substrate. OR use the plastic material in same color as the sign. DO NOT USE "BLACK" UNLESS ARCHITECT NOTES THIS WITHIN THE SUBMITTAL.](#) Install signs only after surfaces are finished, in locations indicated.
- B. Clean and polish.
- C. Code-required signs shall be field-inspected per [CBC 11B-703.1.1.2](#).
- D. [Where aluminum frames are used, anchor to walls with TapCon self tapping fasteners and anchor signs to frame with tape and silicone. At glass locations the frames shall be mounted to the glass with tape and silicone and include backing as noted above.](#)

END OF SECTION

SECTION 10 14 11

SIGNS - RESTROOMS

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Plastic signs at restroom(s)

1.2 REFERENCES

- A. CBC Chapter 11B – Division 7.
- B. ASTM D4802 – Poly (Metal Methacrylate) Acrylic Plastic Sheet.

1.3 SUBMITTALS FOR REVIEW

- A. Submit shop drawings under provisions of Section 01 33 00.
- B. Submit shop drawings listing sign styles, lettering, locations and overall dimensions of each plastic sign.
- C. Submit samples under provisions of Section 01 33 00.
- D. Submit two samples illustrating full size sample sign, of type, style and color specified including method of attachment. If accepted, samples may be installed in project.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site and protect from damage. Store and install immediately prior to substantial completion.

1.5 PRE-INSTALLATION CONFERENCE

- A. Notify Architect when signs are ready for installation. Arrange for conference at the site. Do not proceed with installation until Architect's approval of specific locations and methods of attachment has been obtained.

1.6 REGULATORY REQUIREMENTS

- A. SIGNAGE REQUIREMENTS - Room Identification:
 - 1. **Tactile** characters shall be selected from fonts where widths of the upper case "O" is 60% min. & 110% max. of the height of the uppercase letter "I". Character height measured vertically from the baseline of the character shall be 5/8" min. & 2" max. based on the height of the uppercase letter "I". Stroke thickness shall be 15% max. of the height of the character.
 - 2. Characters and symbols shall be contrasting in color or image with either light letters on dark background or dark letters on light background. **Colors to be selected by Architect.**
 - 3. Letters and numbers on permanent room identification signs shall be raised minimum 1/32 inch, without serif.
 - 4. Upper case letters shall be accompanied by grade 2 BRAILLE tactile identification.
 - 5. Minimum height for raised characters or symbols: 5/8 inch. Maximum Height: 2 inches.
 - 6. Pictographs shall be accompanied by equivalent verbal description directly below and shall comply with **CBC Section 11B-703.6.**
 - 7. Signs shall be located within 18 inches from edge of door on wall adjacent to latch side of door or nearest adjacent wall (where there isn't wall space at the latch side). They shall be mounted 60 inches maximum above finished floor to baseline of highest row of tactile characters, and 48 inches minimum to baseline of the lowest braille cells. For double doors with an inactive leaf and an active leaf, sign shall be mounted on the inactive leaf. For double doors with two active leaves, sign shall be mounted to the right of the right leaf.
 - 8. Conform to all other CBC requirements including finishes and contrasts.

2 PART 2 PRODUCTS

2.1 MATERIALS

- A. Acrylic Plastic Sheet: ASTM D4802, laminated acrylic plastic, ¼ inch thick. [Include up to \(3\) different colors of plastic to be used as part of the sign.](#)
- B. Fasteners: Clear silicone sealant, as specified in Section [07 92 00](#) and screws.
- C. [Frames: Where noted on drawings provide anodized aluminum frame with recessed edge at all signs. The color and finish of frame shall be selected by architect from full range of colors and finishes from the manufacture and colors that match the plastic sign material color.](#)

2.2 RESTROOM SIGNAGE

- A. Male Restroom Signage:
 - 1. Doorways leading to male restrooms shall be identified by an equilateral triangle ¼ inch thick, with edges 12 inches long, with vertex pointing upward. Sign shall be mounted in center of door, 58 - 60 inches from finish floor to centerline of sign. Any pictograms shall be flush.
 - 2. The room shall be further identified by a rectangular room identification sign ¼ inch thick, 4 inches high upon which appears the word "MEN" in contrasting color, 2 inches high, minimum 1/32 inch thick, fully tactile, accompanied by a braille indicator immediately below, on the same sign. Sign shall be located on the wall on the latch side of door, 60 inches from finish floor to baseline of highest line of tactile character, 9 inches from edge of door (or on nearest adjacent wall if side wall is not large enough) to centerline of sign.
 - 3. International symbol of accessibility shall appear below the room identification sign or on the geometric door sign. Sign shall be ¼ inch thick, 6 x 8 inches in size upon which appears the international symbol of accessibility, 4-1/2 inches high, minimum 1/32 inch thick, in contrasting color.
- B. Female Restroom Signage:
 - 1. Doorways leading to female restrooms shall be identified by a circle ¼ inch thick, 12 inches in diameter upon which appears a female pictograph in contrasting color. Sign shall be mounted in center of door, 58-60 inches from finish floor to centerline of sign. Any pictograms shall be flush.
 - 2. The room shall be further identified by a rectangular room identification sign ¼ inch thick, 4 inches high upon which appears the word "WOMEN" in contrasting color, 2 inches high, minimum 1/32 inch thick, fully tactile, accompanied by a braille indicator immediately below, on the same sign. Sign shall be located on the latch side of door, 60 inches from finish floor to baseline of highest line of tactile character, 9 inches from edge of door (or on nearest adjacent wall if side wall is not large enough) to centerline of sign.
 - 3. International symbol of accessibility shall appear below the room identification sign or on the geometric door sign. Sign shall be ¼ inch thick, 6 x 8 inches in size upon which appears the international symbol of accessibility, 4-1/2 inches high, minimum 1/32 inch thick, in contrasting color.
- C. Unisex Restroom Signage:
 - 1. Doorways leading to unisex restrooms shall be identified by a circle ¼ inch thick, 12 inches in diameter with a ¼ inch thick triangle superimposed on the circle and within the 12 inch diameter total ½ inch thick at triangle. Single user toilet

facilities shall be identified as [Gender Neutral per DSA BU 17-01](#). Triangle color shall contrast 70% min. with color of circle. Any pictograms shall be flush.

2. The room shall be further identified by a rectangular room identification sign ¼ inch thick, 4 inches high upon which appears the word "RESTROOM" or "UNISEX RESTROOM" in contrasting color, 2 inches high, minimum 1/32 inch thick, fully tactile, accompanied by a braille indicator immediately below, on the same sign. Sign shall be located on the wall on the latch side of door, 60 inches from finish floor to baseline of highest line of tactile character, and 48" minimum to base of braille, and 9 inches from edge of door (or on nearest adjacent wall if side wall is not large enough) to centerline of sign. Signage shall comply with [CBC 11B-216.2](#) and [DSA BU 17-01](#).
 3. International symbol of accessibility shall appear on the room identification sign.
- D. Sign colors shall contrast with color of door (and wall when mounted on wall).
 - E. Lettering Type Style: [Neutra Text Demi](#), caps only.
 - F. Substitute "BOYS" or "GIRLS"; "MEN" or "WOMEN" where appropriate.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means installer accepts existing surfaces.

3.2 INSTALLATION

- A. Install with clear silicone adhesive with zero clearance between plastic and attachment surface. Double face adhesive tape not permitted.
- B. Install signs only after surfaces are finished, in center of door, or on wall adjacent to latch side as specified herein.
- C. Clean and polish.
- D. Signs shall be field inspected per [CBC 11B.703.1.1.2](#)

END OF SECTION

SECTION 10 21 13
SOLID PLASTIC TOILET COMPARTMENTS

1 PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Solid plastic toilet partitions, [floor-mounted, overhead-braced](#).
- B. Wall hung urinal screens.
- C. Attachment hardware.

1.2 REFERENCES

- A. ASTM E84 – Surface Burning Characteristics of Building Materials.
- B. Chapters 8 and 11B, California Building Code.
- C. ASTM A167 – Standard Specification for Stainless and Heat-Resisting Chromium and Chromium-Nickel Steel Plate, Sheet and Strip.
- D. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- E. NFPA 286 – Standard method of Fire Tests for Evaluating Contribution of Wall & Ceiling Interior Finish to Room Fire Growth.

1.3 SUBMITTALS FOR REVIEW

- A. Submit shop drawings, product data, manufacturer's installation instructions, and samples under provisions of Section 01 33 00.
- B. Submit shop drawings with dimensioned layout of all panels, door sizes, door swings, elevations, anchorage and mounting details, and finishes.
- C. Submit product data for components, hardware and accessories.
- D. Submit three samples illustrating panel colors and patterns.
- E. Provide a sample of each type of hardware.

1.4 REGULATORY REQUIREMENTS

- A. Conform to CBC Chapter 11B for provisions for the physically disabled.
- B. Maximum Flame Spread/Smoke Density: ASTM E84; 75/450, for Class II (B) CBC 803.1.1.

1.5 FIELD MEASUREMENTS

- A. Verify field measurements are as shown on shop drawings.

2 PART 2 PRODUCTS**2.1 MANUFACTURERS**

- A. Hiny Hiders by Scranton Products, Scranton, PA. (www.scrantonproducts.com)
- B. Global Partitions by ASI Group, Yonkers, NY. (www.asigroup.us/)
- C. Or equal.

2.2 MATERIALS

- A. Doors, panels, and pilasters
 - 1. High density polyethylene (HDPE), forming single thickness panel, 1" thick with edges rounded to ¼" radius.
 - 2. [Color: to be selected by Architect](#).
 - 3. Waterproof, non-absorbent, self-lubricating surface, resistant to marks by pens, pencils, markers, etc.
- B. Stainless Steel: ASTM A167, Type 304.
- C. Aluminum: ASTM B221, 6463-T5 alloy and temper.

2.3 COMPONENTS

- A. Door Hinges: Institutional stainless steel, surface-mounted, self-closing and through-bolted to doors and pilasters with stainless steel round head sex bolts or attached with tamper-resistant threaded inserts of stainless steel.

SOLID PLASTIC TOILET COMPARTMENTS

- B. Pilaster Shoes: Stainless steel, minimum 4 inches high or solid brass chromium plated pedestals, 8 inches high.
- C. Wall Brackets: Stainless steel [continuous angle](#).
- D. Headrail: Extruded aluminum, or stainless steel, anti-grip configuration.
- E. Latch and Keeper: Stainless steel, surface-mounted or recess-mounted.
- F. Provide Accessible Latch at Accessible Compartment.
- G. Provide accessible door pull on both sides of accessible compartment doors.

2.4 FABRICATION

- A. Fabricate partitions from a single sheet of HDPE, with eased or rounded edges.
- B. Thickness of Partition Panels: ½ inch, minimum.
- C. Thickness of Doors and Pilasters: ¾ inch, minimum.
- D. Width of doors at compartments for the disabled: 36 inches.

2.5 FINISHES

- A. Colors or patterns as selected by the Architect from manufacturer's standard list.
- B. Stainless Steel Surfaces: No. 4 satin or polished.
- C. Aluminum: Clear natural or satin anodized.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that openings are ready to receive work.
- B. Verify field measurements are as shown on shop drawings.
- C. Verify correct location of built-in framing, anchorage, bracing and plumbing fixtures.
- D. Beginning of installation means installer accepts existing conditions.

3.2 ERECTION

- A. Erect in accordance with manufacturer's instructions.
- B. Install partition components secure, plumb and level.
- C. Attach panel brackets securely to walls, floors or ceilings using appropriate anchor devices. [Break continuous bracket at each transition in wall surface to allow for secure and level connection of partition components.](#) Expansion anchors at floor shall be stainless steel or other corrosion resistant type approved by the Architect.
- D. Attach panels and pilasters to brackets with tamper-resistant through-bolts and nuts.
- E. Anchor urinal screen panels to walls with continuous angle brackets or minimum three "U" type brackets.
- F. Provide ½ inch space between wall surface and panels or pilasters.
- G. Conceal floor fastenings with minimum 4 inch high stainless steel pilaster shoes or adjustable pedestal brackets.
- H. Equip each door with continuous or top, center and bottom pivot hinges. Doors shall be accessible from outside of compartment.
- I. Install door strike keeper on each pilaster in alignment with sliding door latch. Latches requiring twist or grasp not permitted.
- J. Equip each door with one coat hook and bumper, maximum 44 inches above finish floor.
- K. At compartments for the disabled, hinges shall operate at maximum 5 lbs force [and shall be self-closing](#). Provide loop-pull at both sides of door(s).

3.3 ERECTION TOLERANCES

- A. Maximum Variation From Plumb or Level: 1/8 inch.
- B. Maximum Misplacement From Intended Position: 1/8 inch.

3.4 ADJUSTING

- A. Adjust and align door hardware to uniform clearance at vertical edges of doors. Clearance space not to exceed 3/16 inch.
- B. Adjust door hinges so that free movement is attained and will locate in-swinging doors in partial open position when unlatched. Return out-swinging doors to closed position.

3.5 CLEANING

- A. Remove protective coverings.
- B. Clean surfaces and hardware.

3.6 PROTECTION OF FINISHED WORK

- A. Field touch-up of finished surfaces will not be permitted. Replace damaged components.

END OF SECTION

SECTION 10 28 00
TOILET AND BATH ACCESSORIES

1 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Toilet and bath accessories.
- B. Attachment hardware.

1.2 REFERENCES

- A. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- B. ASTM A269 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
- C. ASTM A366 – Steel, Carbon, Cold-Rolled Sheet, Commercial Quality.

1.3 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of Section 01 33 00.
- B. Provide product data on accessories describing size, finish, details of function, attachment methods.
- C. Submit manufacturer's installation instructions under provisions of Section 01 33 00.

1.4 REGULATORY REQUIREMENTS

- A. Conform to CBC Chapter 11B.

1.5 KEYING

- A. Supply two keys for each accessory to Owner.
- B. Master key all accessories.
- C. Accessories shall be from a single manufacturer to facilitate keying.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate the work of this Section with the placement of internal wall reinforcement to receive anchor attachments.

2 PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Bobrick Washroom Equipment, Inc., North Hollywood, CA.
- B. ASI, Yonkers, NY.
- C. Bradley Corp., Menomonee Falls, WI.
- D. Or equal.

2.2 MATERIALS

- A. Sheet Steel: ASTM A366.
- B. Stainless Steel Sheet: ASTM A167, Type 304.
- C. Tubing: ASTM A269, stainless steel.
- D. Fasteners, Screws, and Bolts: Stainless steel or chrome, tamperproof.

2.3 FABRICATION

- A. Weld and grind smooth joints and miters of fabricated components.
- B. Form exposed surfaces from single sheet of stock, free of joints.
- C. Form surfaces flat without distortion. Maintain flat surfaces without scratches or dents.
- D. Back paint components where contact is made with building finishes to prevent electrolysis.
- E. Shop assemble components and package complete with anchors and fittings.
- F. Provide steel adapters and anchor components for installation.

2.4 FACTORY FINISHING

- A. Stainless Steel: No. 4 satin luster finish.

3 PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that site conditions are ready to receive work and dimensions are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Deliver inserts and rough-in frames to site at appropriate time for building-in.
- B. Provide templates and rough-in measurements as required.
- C. Verify exact location of accessories for installation.

3.3 INSTALLATION

- A. Install fixtures, accessories and items in accordance with manufacturers' instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Where ceramic wainscot occurs, provide stainless steel closure angles flush to perimeter of all wall-mounted accessories. Seal visible cracks with silicone sealant as specified in Section 07900.
- D. When called for, Coat Hooks to be installed at +48" AFF.
- E. [Install accessories into wall blocking. Refer to plans and details for locations and size.](#)

3.4 SCHEDULE

Note:

- a. [Toilet tissue dispensers to be continuous flow type.](#)
- b. [Grab bar lengths to be as indicated on plans. Diameter to be 1-1/4 to 1-1/2".](#)
- c. [Provide the following items in all restrooms and dressing room locations, whether noted or not on the plans.](#)

Typical at all restrooms

1.	Grab Bars	B-6806.99 with covers, sized as required
2.	Toilet Tissue Dispenser	B-2888 (one per water closet)
3.	Soap Dispenser	B-2111 (wall mounted, one per lavatory)
4.	Soap Dispenser	B-822 (deck mounted, one per lavatory or sink)
5.	Paper Towel Dispenser	B-262 (one per lavatory)
6.	Mirror	B-290, 1830 (one per lavatory)

Add the following at all Middle School Girls Restrooms and all Women's Restrooms

1.	Sanitary Napkin Dispenser	B-2706 25 (one per restroom)
2.	Sanitary Napkin Disposal	B-254 (one per water closet)

Add the following at all Staff and Adult Restrooms

1.	Seat Cover Dispenser	B221 (one per water closet)
2.	Utility Hook	B671 (one per water closet)

Dressing Rooms and Showers

- | | | |
|----|----------------------------|---|
| 1. | Towel Hooks | B232 (location per drawings) |
| 2. | Vinyl Shower Curtain & Rod | B6047, 204-2 (or -3 based on shower size) and 204-1 Hooks |
| 3. | Accessible Shower Seat | B-5181 or B-5191 (see plans for style) |
| 4. | Tall Mirror | B290-2460 |

Janitor's Room

- | | | |
|----|----------|------------|
| 1. | Mop Rack | B-223 x 36 |
|----|----------|------------|

3.5 EQUIPMENT SPECIFICATION SHEETS

- A. Items listed in the following equipment specification sheets shall conform throughout to the requirements of the foregoing specification.

END OF SECTION

SECTION 10 44 16
FIRE EXTINGUISHERS AND CABINETS

1 PART 1 GENERAL

1.1 WORK INCLUDED

- A. Fire extinguishers.
- B. Cabinets.

1.2 REFERENCES

- A. NFPA 10 – Portable Fire Extinguishers.
- B. CFC – California Fire Code, Section 906.
- C. CBC 11B.
- D. CCR Title 19 – Public Safety

1.3 QUALITY ASSURANCE

- A. Conform to NFPA 10 and CFC requirements for extinguishers.
- B. Conform to CBC 11B-307, 308, 309 and 403.

1.4 SUBMITTALS FOR REVIEW

- A. Submit product data under provisions of the contract.
- B. Include physical dimensions, operational features, color and finish, anchorage details, rough-in measurements, location and details.
- C. Submit manufacturer's installation instructions under provisions of Section 01 33 00.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit manufacturer's operation and maintenance data.
- B. Include test, refill or recharge schedules, procedures and recertification requirements including requirements applicable to the Work.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not install extinguishers when ambient temperatures may cause freezing.

2 PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Fire Extinguishers and Cabinets: Products of Potter-Roemer, Inc., Cerritos, CA, are the standard of quality required and specified herein. Similar products of J.L. Industries, Bloomington, MN, Larsen's Manufacturing Company, Minneapolis, MN, W.F. Lee Corporation, Minnetonka, MN, Modern Metal Products, Owatonna MN, Watrous, Incorporated, Northbrook IL, Amarax Corporation, Los Angeles, CA (Extinguishers) or Sampson Metal Products Co., Los Angeles, CA (Cabinets), may be submitted for approval.

2.2 EXTINGUISHERS

- A. ABC Multi-Purpose Dry Chemical:
 - 1. Red glossy polyester coated steel cylinder with pressure gage and nozzle.
 - 2. Associated wall-mounting bracket.
 - 3. Size: 5 lbs.
 - 4. Class: 2A:10B:C

2.3 CABINETS

- A. Recessed where shown on plans, "Alta" model
 - 1. Size: To accommodate extinguisher specified herein.
 - 2. Mounting Style: Recessed
 - 3. Door and Frame Material:

- a. Steel: 22 gage, cold rolled steel with electrostatically applied thermally-fused polyester coating, and continuous hinge. Color as selected by the Architect from manufacturer's standard list.
 - b. Door Style: [Duo Vertical Panel with Tempered Safety Glass, with accessible latch & lock, key to master](#) (door latch to operate with 5 lbs. force max and not require tight pinching, grasping, or twisting of the wrist).
4. Lettering: To be selected by Architect.

2.4 FABRICATION

- A. Form body of cabinet with tight inside corners and seams.
- B. Pre-drill holes for anchorage.
- C. Form perimeter trim and door stiles by welding, filling and grinding smooth.
- D. Hinge doors for 180 degree opening with continuous piano hinge.
- E. Glaze doors with resilient channel gasket glazing.

3 PART 3 EXECUTION

3.1 INSPECTION

- A. Verify rough openings for cabinet are correctly sized and located.
- B. Beginning of installation means acceptance of existing conditions.

3.2 INSTALLATION

- A. Install cabinets plumb and level in wall openings to allow maximum 44 inches from finish floor to handle of fire extinguisher unit.
- B. Secure rigidly in place.

END OF SECTION

SECTION 11 66 23
GYMNASIUM EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following gymnasium equipment:

1. Basketball equipment.
2. Volleyball equipment.
3. Wall-mounted and post column safety pads.
4. Score Boards and Shot Clocks.

- B. Related Sections include the following:

1. Division 3 Section "Cast-in-Place Concrete" for oversized recessed voids to be cast in concrete subfloors and footings.
2. Division 5 Section "Structural Steel" for structural supports not provided by gymnasium equipment manufacturer for supporting gymnasium equipment to building structure.
3. Division 16 Sections for electrical service and connections for motor operators, controls, limit switches, and other powered devices and for system disconnect switches for motorized gymnasium equipment.

- C. Products furnished, but not installed under this Section, include floor insert sleeves for inserts to be cast in concrete subfloors and footings.

1.3 DEFINITIONS

- A. FIBA: International Basketball Federation (Federation Internationale de Basketball Amateur).
- B. FIVB: International Volleyball Federation (Federation Internationale de Volleyball).
- C. NAGWS: National Association for Girls and Women in Sport.
- D. NCAA: National Collegiate Athletic Association.
- E. NFHS: National Federation of State High School Associations.
- F. USAV: United States of America Volleyball (formerly, USVBA: U.S. Volleyball Association).

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Provide basketball backstops capable of withstanding the effects of earthquake motions determined according to the building code in effect for this Project or ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 9, "Earthquake Loads," whichever is more stringent.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, features, and finishes. Include details of anchors, hardware, and fastenings. If applicable, include assembly, disassembly, and storage instructions.
1. Gymnasium Equipment Operators: Include operating instructions.
 2. Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.
- B. Shop Drawings: Show location and extent of fully assembled gymnasium equipment. Show location and extent of disassembled equipment and components and transport and storage accessories. Include elevations, sections, and details not shown in Product Data. Show method of field assembly, connections, installation details, mountings, floor inserts, attachments to other Work, operational clearances, and relationship to adjoining work.
1. Blocking and Reinforcement: Show locations of blocking and reinforcement required for support of gymnasium equipment.
 2. Setting Drawings: For cast-in floor insert sleeves for post standards.
 3. Design Calculations: Signed and sealed by a qualified professional engineer. Calculate requirements for supporting gymnasium equipment and for seismic restraint. Verify capacity of members and connections to support loads and verify loads, point reactions, and locations for attachment of gymnasium equipment to structure with those indicated on Drawings.
 4. Gymnasium Equipment Operators: Show locations and details for installing operator components, switches, and controls. Indicate motor size, electrical characteristics, drive arrangement, mounting, and grounding provisions.
 5. Wiring Diagrams: Power, signal, and control wiring.
- C. Coordination Drawings: Court layout plans and elevations drawn to scale and coordinating oversized recesses for deferred installation of floor insert sleeves, floor-insert penetrations and game lines and markers applied to finished flooring.
- D. Samples for Initial Selection: For each type of gymnasium equipment indicated.
- E. Samples for Verification: For the following products:
1. Basketball, Volleyball Net: Full size.
 2. Volleyball Floor Insert: Full size unit.
 3. Volleyball Post Standard: Full size unit with net tensioner.
 4. Sports Divider Curtain Fabric/Mesh: Not less than 12 inch square.
 5. Safety Pad Fabric: Not less than 12 inch square.
- F. Product Certificates: For each type of gymnasium equipment, signed by product manufacturer.

- G. Manufacturer Certificates: Signed by manufacturers certifying that they comply with requirements. Include evidence of manufacturing experience.
- H. Qualification Data: For installer, professional engineer.
- I. Maintenance Data: For gymnasium equipment and gymnasium equipment operator to include in maintenance manuals. *(Project Close-Out Item)*

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer employing workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of gymnasium equipment through one source from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Standards: Provide gymnasium equipment complying with or exceeding requirements of DSA.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install gymnasium equipment until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Verify position and elevation of floor inserts and layout for gymnasium equipment. Verify dimensions by field measurements.

1.8 COORDINATION

- A. Coordinate installation of floor inserts with structural floors and finish flooring installation and with court layout and game lines and markers on finish flooring.
- B. Coordinate layout and installation of overhead-supported gymnasium equipment and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression-system components, and partition assemblies.

1.9 WARRANTY *(Project Close-Out Item)*

- A. Furnish a written guarantee against defects in material and workmanship for the gymnasium equipment for a period of one (1) year from date of Substantial Completion. All defects due to improper fabrication or installation will be repaired or replaced immediately after receipt of written notice from Owner or Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The standard of quality is set by the particular products specified. Other manufacturers are requested to submit samples, specifications and substantiating data to the Architect for approval at least ten (10) days before bid opening to ensure the advantage of prior approval.
- B. Manufacturer:
1. Basketball Equipment:
 - a. Porter Athletic Equipment Co. or equal.
 2. Volleyball Equipment:
 - a. Porter Athletic Equipment Co. or equal.
 3. Wall-Mounted and Post Column Safety Pads:
 - a. Porter Athletic Equipment Co. or equal.
 4. Score Board and Shot Clocks:
 - a. Daktronics or equal.

2.2 MATERIALS, GENERAL

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; mill finish or decorative, baked-enamel, powder-coat finish.
1. Extruded Bars, Profiles, and Tubes: ASTM B 221.
 2. Cast Aluminum: ASTM B 179.
- B. Steel: Comply with the following:
1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M, hot-dip galvanized.
 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53.
 3. Cold-Formed Steel Tubing: ASTM A 500, Grade A, unless another grade is required by structural loads.
 4. Steel Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513 or steel tubing fabricated from steel complying with ASTM A 569/A 569M and complying with the dimensional tolerances in ASTM A 500.
 5. Malleable-Iron Castings: ASTM A 47, grade required by structural loads.
 6. Support Cable: 1/4-inch- diameter, 7x19 galvanized steel aircraft cable with a breaking strength of 7000 lb. Provide fittings complying with cable manufacturer's written recommendations for size, number, and method of installation.
 7. Support Chain: Proof coil chain, complying with ASTM A 413/A 413M, Grade 30, size and diameter as required by structural loads; plated or painted. Provide fittings

complying with chain manufacturer's written recommendations for size, number, and method of installation.

- C. Anchors, Fasteners, Fittings and Hardware: Manufacturer's standard corrosion-resistant or noncorrodible units; concealed tamperproof. Provide as required for gymnasium equipment assembly, mounting, and secure attachment.
- D. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107 with minimum strength recommended in writing by gymnasium equipment manufacturer.

2.3 BASKETBALL EQUIPMENT

- A. General: Provide equipment complying with requirements in "NCAA" Basketball Rule Book." Protruding fasteners or exposed bolt heads on front face of backboards are not permitted.
- B. Overhead-Supported Retractable Backstop: Complete assembly spanning height indicated on Drawings, including primary and secondary superstructure support framing to building structure, pipe and cable bracing, adjustable hangers, clamps, cables, chains, pulleys, fittings, hardware, and fasteners.
 - 1. Shall be Boom Type Swing-Up Model. Back stops shall be of welded construction. Main members shall be 1-1/2 inch I.D. pipe with intermediate braces of 1 inch I.D. pipe. Backstop to be attached to an all-welded rectangular frame having 2 inch I.D. pipe vertical members and 1-1/2 inch I. D. horizontal members. Face of backstop shall be placed at a minimum of 10 inches in front of the frame with adjustable fittings. Backstop shall be braced with ¼ inch diameter by 6 by 37 preformed steel cable cross guys and a 1 inch I.D. horizontal pipe brace at mid span. Hinge points to be self-aligning pillow block bearings at heights shown on the drawings. Stay cables of ¼ inch diameter (minimum) preformed steel shall attach to the upper pipe members at the welded frame and at the motor platform.
 - 2. Stay cables shall have forged steel turnbuckles for adjustment. All steel shall be factory painted with one coat of gray primer, for field painting by Division 9 "Painting".
- C. Backstop/Backboard Safety Device: Designed to limit free fall if support cable, support chain, pulleys, fittings, winch, or related components fail; with mechanical automatic reset; 6000-lb load capacity.
 - 1. Retractor Device: Manufacturer's standard device designed to retract both support and safety cables, chains, and straps away from play of the basketball when backstop is in playing position.
- D. Electric Operator: Provide factory-assembled electric operator for backstop designed for lifting and lowering basketball equipment of type, size, weight, construction, use, and operation frequency indicated. Provide operation system, of size and capacity and with features, characteristics, and accessories suitable for Project conditions, recommended by gymnasium equipment manufacturer; complete with winch or hoist designed to move and hold backstop in any raised or lowered position, electric motor and factory-prewired motor controls with limit controls, remote-control stations, remote-control devices, power disconnect switch, enclosures protecting controls and all operating parts, and accessories required for proper operation. Include wiring from motor controls to motor. Coordinate operator wiring requirements and electrical characteristics with the building electrical system.

1. Each backstop shall be hoisted with a ¼ H.P., 155 V., 60-cycle, single phase, instantly reversible, right angle combination gear motor with a drum pregrooved for ¼ inch diameter by 6 by 37 preformed steel cable. Drum shall be integrally connected to gear motor output shaft for positive power transmission. A rotary type travel limit control switch shall operate directly off of the drum shaft and stop the backstop automatically in the “up” or “down” position. Control switch at lighting control center to be by Electrical Contractor. Refer to Electrical Drawings.

E. Basketball Backboard: Provide predrilled holes or preset inserts for mounting goals.

1. **Description at main and side court locations:** Rectangular tempered glass (Herculite) glass backstop. Backstop shall be 72 inches by 48 inches. Backstop shall be set into an extruded aluminum frame and cushioned with neoprene. Backstop to have goal mounting plates front and back with neoprene sheeting between glass and plates. Holes in plates to be bushed for mounting goal. Backstop to have a white border and center rectangular target of vitreous enamel fired permanently into glass. Equip all backstops with safety padding.

F. Basketball Goals: Complete with flanges, braces, attachment plate, and evenly spaced loops welded around underside of ring.

1. The goal ring shall consist of 5/8 inch round steel, rolled to 18 inch inside diameter with “no tie” hooks welded to underside for attaching the net. Ring shall be welded to mounting plate and braced with two additional steel rods. The inside face of the goal shall be 6 inches from the face of the backboard. The goal shall be finished on bright orange enamel.

G. Basketball Nets: 12-loop-mesh net, between 15 and 18 inches long, sized to fit rim diameter, and as follows:

1. Competition Cord: Antiwhip, made from white nylon cord not less than 120 gm nor more than 144 gm thread.

H. Safety Pads: Provide safety pads, complying with NCAA and NFHS, designed for backboard thickness indicated and extending continuously along bottom and up sides of backboard and over goal mounting and backboard supports as per manufacturer's standard design.

1. Safety Pad Attachment: Manufacturer's standard.
2. Color: Manufacturer's standard color.

2.4 VOLLEYBALL EQUIPMENT

A. General: Provide equipment as follows:

1. For single competition court: Provide Porter “Indoor Recreational System” consisting of a pair of standards, pair of protective pads, competition net and a pair of net antennas with boundary markers.
 - a. Floor Sleeves: Provide floor sleeves with covers as required to accommodate the volleyball court construction. **The floor is not a “floating” system.**

2.5 WALL-MOUNTED AND POST COLUMN SAFETY PADS

Refer to plans for locations.

- A. Safety Pad Surface-Burning Characteristics: Provide safety pads with flame-spread index of 25 or less and smoke-developed index of 450 or less, as determined by testing identical products per ASTM E 84 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Pad Covers: Provide safety pad fabric covers fabricated from puncture- and tear-resistant, not less than 14-oz. PVC-coated polyester or nylon-reinforced PVC fabric treated with fungicide for mildew resistance, with the fire-test-response characteristics indicated.
 - 1. Flame-Resistance Ratings: Passes NFPA 701.
- C. Wall Safety Pads: Padded wall wainscot panels designed to be attached in a continuous row; each panel section consisting of fill laminated to backer board with visible surfaces fully covered by seamless fabric cover, free from sag and wrinkles and firmly attached to back of backer board.
 - 1. Backer Board: Not less than 3/8-inch-thick fire-retardant-treated plywood per AWWPA C27, Interior Type A.
 - 2. Fire-Resistive Fill: Multiple-impact-resistant foam not less than 2-inch-thick fire-resistive neoprene, 6-lb density.
 - 3. Size: Each panel section, 24 inches wide by not less than 72 inches long or as indicated on Drawings.
 - 4. Number of Panel Sections: As indicated on Drawings modular panel sections.
 - 5. Installation Method: Manufacturer's standard.
 - 6. Fabric Cover Colors: As selected by Architect from manufacturer's full range for two colors.
 - 7. Graphics: Custom graphics as indicated on Drawings.
- D. Corner Wall Safety Pads: Wall corner pad consisting of not less than 2-inch-thick, multiple-impact-resistant, closed-cell polyethylene-foam filler, covered both sides and all edges of pad by fabric cover with self-adhesive hook-and-loop attachment.
 - 1. Length: Each pad not less than 72 inches or as indicated on Drawings.
 - 2. Fabric Cover Colors: As selected by Architect from manufacturer's full range for two colors.
- E. Column Safety Pads: Pads covering exposed columns as indicated on the drawings to height indicated, consisting of not less than 2-inch-thick, multiple-impact-resistant, closed-cell polyethylene-foam filler, covered both sides and all edges of pad by fabric cover with self-adhesive hook-and-loop attachment to exposed face of column.
 - 1. Length: Each pad not less than 72 inches or as indicated on Drawings.
 - 2. Fabric Cover Colors: As selected by Architect from manufacturer's full range for two colors.
- F. Post Column Safety Pads: Wraparound pads fully covering exposed column to height indicated, consisting of not less than 2-inch-thick, multiple-impact-resistant, bonded polyurethane-foam filler, 6-lb density, covered both sides and all edges of pad by fabric cover with cord lace and grommet attachment to column.

1. Length: Each pad not less than 72 inches or as indicated on Drawings.

2.6 Fabric Cover Colors: As selected by Architect from manufacturer's full range for two colors.

2.7 SCORE BOARD AND SHOT CLOCKS

A. Basketball Score Board:

1. Daktronics: Model BB-2155. Single sided LED scoreboard displays period time, HOME and GUEST scores, PERIOD, PLAYER number, player FOUL, team FOULS, T.O.L. (time outs left) and indicates possession and bonus. Electronic captions automatically change when volleyball and wrestling modes are selected.
 - a. Digit sizes: 10" and 13".
 - b. Size of unit: 6'Hx10'Wx6"D.
 - c. Digit technology: PanaView.
 - d. Construction: Durable, lightweight aluminum Tuff Sport cabinet.
 - e. Cabinet color: 150+ colors. Color to be selected by Architect.
 - f. Digit colors: per manufacturer's standard LED colors.

B. Basketball Shot Clock:

1. Daktronics: Model BB-2115. Single sided LED shot clock displays game clock and shot clock timer.
 - a. Digit sizes: game time 7" and shot clock 13".
 - b. Size of unit: 2'-4'Hx2'-5"Wx6"D.
 - c. Digit technology: PanaView.
 - d. Construction: Durable, lightweight aluminum Tuff Sport cabinet.
 - e. Cabinet color: 150+ colors. Color to be selected by Architect.
 - f. Digit colors: game clock is amber, shot clock is red.

C. Controls: Wired, using All Sport 5000 unit. Provide wiring and controls from the score board and shot clock to the scoring table located in the bleachers.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for play court layout, alignment of mounting substrates, installation tolerances, operational clearances, accurate locations of connections to building electrical system, and other conditions affecting performance.

1. Verify critical dimensions.
2. Examine supporting structure and below finished floor for subgrades, subfloors and footings.
3. Examine wall assemblies, where reinforced to receive anchors and fasteners, to verify that locations of concealed reinforcements have been clearly marked for installers. Locate reinforcements and mark locations if not already done.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions and competition rules indicated for each type of gymnasium equipment. Complete equipment field assembly, where required.
- B. Unless otherwise indicated, install gymnasium equipment after other finishing operations, including painting, have been completed.
- C. Permanently Placed Gymnasium Equipment and Components: Rigid, level, plumb, square, and true; anchored securely to supporting structure; positioned at locations and elevations indicated on Shop Drawings; in proper relation to adjacent construction; and aligned with court layout.
 - 1. Floor Insert Location: Coordinate location with application of game lines and markers.
 - 2. Floor Insert Elevation: Coordinate installed heights of floor insert with installation and field finishing of finish flooring and type of floor plate.
 - 3. Operating Gymnasium Equipment: Verify clearances for movable components of gymnasium equipment throughout entire range of operation and for access to operating components.
- D. Floor Insert Setting: Grout sleeve for post standards in oversized, recessed voids in concrete slabs and footings. Clean holes of debris. Position sleeve and fill void around sleeves with grout, mixed and placed to comply with grout manufacturer's written instructions. Protect portion of sleeve above subfloor and footing from splatter. Verify that sleeves are set plumb, aligned, and at correct height and spacing; hold in position during placement and finishing operations until grout is sufficiently cured. Set insert so top surface of completed unit is flush with finished flooring surface.
- E. Anchoring to In-Place Construction: Use anchors and fasteners where necessary for securing built-in and permanently placed gymnasium equipment to structural support and for properly transferring load to in-place construction.
- F. Connections: Connect automatic operators to building electrical system.
- G. Portable Gymnasium Equipment and Components: Assemble in place to verify that equipment and components are complete and in proper working order. Instruct Owner's designated personnel in properly handling, assembling, adjusting, disassembling, transporting, storing, and maintaining units. Disassemble portable gymnasium equipment after assembled configuration has been approved by Architect, and store units in location indicated on Drawings.

3.3 ADJUSTING

- A. Adjust movable components of gymnasium equipment to operate safely, smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and moving parts.

3.4 CLEANING AND PROTECTION

- A. After completing gymnasium equipment installation, inspect components. Remove spots, dirt, and debris and touch up damaged shop-applied finishes according to manufacturer's written instructions.

- B. Provide final protection and maintain conditions acceptable to manufacturer and Installer that ensure gymnasium equipment is without damage or deterioration at time of Substantial Completion.
- C. Replace gymnasium equipment and finishes that cannot be cleaned and repaired, in a manner approved by Architect, before time of Substantial Completion.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION

SECTION 126613
TELESCOPIC SEATING**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Telescopic Gym Seating includes **manually operated** multiple-tiered seating rows comprising of seat, deck components, understructure that permits closing without requiring dismantling, into a nested configuration for storing or for moving purposes.

1. Wall-attached telescoping stands**1.2 REFERENCES**

- A. Aluminum Association (AA):
1. ADM 1- Aluminum Design Manual
- B. American Institute of Steel Construction (AISC):
1. AISC 360- Steel Construction Manual.
- C. American Iron & Steel Institute (AISI):
1. AISI S100 – Design of Cold Formed Steel Structural Members.
- D. American Society for Testing Materials (ASTM):
1. ASTM - Standard Specifications for Properties of Materials.
- E. American Wood Council (AWC):
1. ANSI/AWC NDS (National Design Specification for Wood Construction).
- F. American Welding Society (AWS):
1. AWS D1.1 Structural Welding Code – Steel
 2. AWS D1.3 Structural Welding Code - Sheet Steel
- G. Canadian Welding Bureau: CWB Division 3 W47.1
- H. U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.
- I. Forest Stewardship Council:
1. Chain of Custody Certification (FSC-STD-40-004)
- J. International Building Code (IBC): **2019**
- K. International Code Council (ICC): **2019**
1. ICC 300: Standard for Bleachers, Folding and Telescopic Seating and Grandstands.
- L. National Fire Protection Association (NFPA):
1. NFPA 101 **2019**
 2. NFPA 5000 **current edition**: Building Construction and Safety Code
 3. NFPA 70: National Electrical Code.
- M. National Institute of Standards and Technology (NIST)
1. PS 1: Structural Plywood.
- N. Southern Pine Inspection Bureau (SPIB):

1. SPIB: Standard Grading Rules for Southern Pine.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Engineer, fabricate and install telescopic gym seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each telescoping stand unit according to ICC 300 [current edition](#).
- B. Manufacturer's System Design Criteria:
 1. Gymnasium seat assembly; Design to support and resist, in addition to its own weight, the following forces:
 - a.) Live load of 120 lbs. per linear foot (1.75 kN/m) on seats and decking
 - b.) Uniformly distributed live load of not less than 100 psf (4.79 kN/m²) of gross horizontal projection.
 - c.) Parallel sway load of 24 lbs. per linear foot (0.35 kN/m) of row combined with (b.) above
 - d.) Perpendicular sway load of 10 lbs. per linear foot (0.15 kN/m) of row combined with uniformly distributed live load above.
 - e.) Parallel and Perpendicular sway loads are not applied concurrently.
 2. Hand Railings, Posts and Supports: Engineered to withstand the following forces applied separately:
 - a.) Concentrated load of 200 lbs. (0.89 kN) applied at any point and in any direction.
 - b.) Uniform load of 50 lbs. per foot (0.73 kN/m) applied in any direction.
 3. Guard Railings, Post and Supports: Engineered to withstand the following forces applied separately:
 - a.) Concentrated load of 200 lbs. (0.89 kN) applied at any point and in any direction along top rail.
 - b.) Uniform load of 50 lbs. per foot (0.73 kN/m) applied in any direction at top rail
 - c.) Uniform load of 50 lbs. (0.22 kN) applied on an area equal to 1 ft² (0.09 m²) applied on all guardrail infill panels.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Environmental Data Package: Provide project specific environmental data work sheet with project header and LEED calculations completed based on actual project weight and project price. Environmental Data Package required to be submitted with formal submittal package prior to project award.
 1. Regional Manufacturing:
 - a.) Provide manufacturing location and distance to project site by product material type as required. Use straight-line travel as defined by USGBC.
 2. Recycled Content:
 - a.) Provide Packaging Material Listing & Recycled Content by Material Type; total percentage of recycled content, total percentage of pre consumer and post consumer materials.
 - b.) Provide Product Material Listing & Recycled Content by Material Type; total percentage of recycled content, total percentage of pre consumer and post consumer materials.
 3. Indoor Environmental Quality:
 - a.) Provide documentation that the specified product passes ANSI/BIFMA X7.1-2007 Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture Systems and Seating
 - b.) Provide documentation that the specified product solid core ply-form or engineered fiber panels are manufactured with resins that are free of added urea-formaldehyde.
 4. Product Life Cycle Deconstruction & Reclaiming Opportunity:
 - a.) Provide listing of product materials that can be recycled at the end of the product life cycle and re-enter the recycled or reuse material stream.

- C. Shop Drawings: For telescoping stands in both stacked and extended positions. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
- D. Samples: For units with factory-applied finishes.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified manufacturer and installer.
- B. Welding certificates.
- C. Product Test Reports: Load test to all loads, observed by a qualified independent testing laboratory, and certified by a registered professional structural engineer verifying the integrity of the manufacturer's design.
- D. Warranty: Manufacturers standard warranty documents.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For telescopic bleacher to include video operations manual.

1.7 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: A minimum of 40 years of experience manufacturing telescoping stands and can demonstrate continual design enhancement and 25-year minimum product life-cycle support of telescopic seating.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

Below standard may be more stringent than applicable building code requirements. Coordinate with local building code requirements for telescoping stands.

- C. Seating Layout: Provide telescoping stands to comply with ICC 300 <Insert year> Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, except where additional requirements are indicated or imposed by authorities having jurisdiction.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver telescoping stands in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle bleacher equipment in a manner to prevent damage.
- C. Deliver the telescoping stands at a scheduled time for installation that will not interfere with other trades operating in the building when at all possible.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Coordinate actual dimensions of construction affecting telescoping stands installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.10 WARRANTY

- A. Manufacturer's Warranty: Includes the repair or replacement of the defective product; or defective component thereof, with a comparable product; or component thereof, or a refund of the purchase price prorated over the warranty period.

1. Includes: Labor, materials, and freight for replacement or repairs.
2. Structural Component parts of Understructure Warranty Period: **10 years** from Date of Acceptance
3. Decking systems, seating collections, electrical, portable and integral dolly systems, end closure curtains, surface material finishes Warranty Period **5 years** from Date of Acceptance.

PART 2 PRODUCTS

A. Wood:

1. Lumber: NIST PS 20, southern pine complying with SPIB's "Standard Grading Rules for Southern Pine Lumber" for B&B Finish (B and better) grade-of-finish requirements.
2. Plywood: NIST PS 1, APA-grade trademarked, A-C grade.

B. Steel:

1. Structural-Steel Shapes, Plates, and Bars: ASTM A36.
2. Galvanized-Steel Sheet: ASTM A653, coating designation G60.
3. Uncoated Steel Strip; Non-Structural Components: ASTM A1011, Commercial Quality, Type B, Hot-Rolled Strip.
4. Uncoated Steel Strip; Structural Components: ASTM A1011 Grade 33, Grade 36, Grade 40, Grade 45, or Grade 50, Structural Quality, Hot-Rolled.
5. Galvanized Steel Strip: ASTM A653 Grade 40, structural quality, coating designation G60.
6. Tubing: ASTM A500, cold formed; Grade B.

C. Polyethylene Plastic: High-density polyethylene; injection molded, color-pigmented, textured, impact-resistant, and dimensionally stable.

2.2 MANUFACTURERS

A. Basis of Design: Hussey Seating Company, U.S.A. / B.T. Mancini Co., Inc. Attention: Jared Fleming; Email: jared.fleming@btmancini.com

B. Substitutions: Permitted.

1. Upon compliance with all of the criteria specified in this section, Manufacturers wishing to bid products equal to the product specified must be submitted to the Architect 10 days prior to bidding complete data in support of compliance and a list of three past installations of products similar to those listed. The submitting manufacturer guarantees the proposed substituted product complies with the performance items specified and as detailed on the drawings.

2.3 TELESCOPING STANDS

A. **Wall-Attached Telescoping Stands:** Forward-folding system with the rear of the understructure permanently attached to the floor and to the rear wall. Rear wall provides structural support and must support loads imposed by the bleacher.

2.4 DIMENSIONAL AND OPERATIONAL CRITERIA

A. Dimensions:

1. Bank Length: See floor plan.
2. Aisle Width: See floor plan.
3. Number of Tiers: See floor plan.
4. Row Spacing: 24 inches
5. Row Rise: 9-5/8 inches

B. Operation: Manual

1. Manual: User operates system by manually pulling/pushing each section with operating handles

2.5 SEATING**A. Polymer Seat System: Courtside Collection XC10.**

1. Material: Gas assist injection-molded, 100 percent recyclable HDPE, high density polyethylene.
2. Module Size: **18 inches long by 10 inches** deep.
3. Module Load: Tested to 600 lbs.
4. Integrally molded end caps at aisle end locations.
5. Integrally molded recess pockets to accept seat number and row letters.
6. Integrally molded rear closure panel at back of seat to allow for "continuous clean sweep" of debris at deck level and minimized visibility of structural ribbing.
7. Color: [As selected by Architect from manufacturers 15 standard colors][Custom color as selected by Architect].
8. Seat Numbers: **1-3/4 inch** by **1-1/4 inch** oval Lexan plate.
 - a.) Color: Black number over grey background.
9. Row Identification: **1-3/4 inch** by **1-1/4 inch** oval Lexan plate.
 - a.) Color: Black letter over gray background.

B. ADA Accessible Seating:

1. Locate **first tier modular units** to provide wheelchair-accessible seating at locations indicated on Drawings.
 - a.) Flex-Row™: Provide first row modular recoverable seating units that can be closed to accommodate persons requiring ADA spaces (or any other temporary space needs) or opened for standard usage. Each Flex-Row unit shall have a handle for easy operation.
 - 1.) Provide a black full-surround steel skirting with no more than 3/4" floor clearance for safety and improved aesthetics.
 - 2.) Provide a black injection molded end cap for the nose beam for safety and improved aesthetics.
 - 3.) Provide a mechanical positive lock when the Flex-Row system is in both the open and closed position. Handle shall unlock the modular recoverable seating unit for operation.
 - 4.) Flex-Row can be utilized with the full system in the open or closed position.
 - 5.) Flex-Row modular units are designed to achieve multi-use front row seating to accommodate team seating, ADA requirements and facility specific requirements. Flex-Row units are available in modular units from 2 to 7 seats wide as well as full section widths.

2.6 RAILS, PANELS AND STEPS**A. End Rails:**

1. **Self-storing**
 - a.) Provide steel self-storing starting no higher than tier 2 **42 inches** high above seat, end rail with tubular supports and intermediate members designed with **4 inch** sphere passage requirements.
2. Material and Finish: Manufacturer's standard powder coated steel.
3. Color: **As selected by Architect from manufacturers 15 colors.**

B. Center Aisle Rails:

1. **Manual Rotating**
 - a.) Provide single pedestal mount handrails **34 inches** high with terminating mid rail. Permanently attached handrail shall rotate in a permanently mounted socket for rail storage. Rail shall deploy

easily, lock in the use position, and require intent and effort to unlock, and return to the stowed position. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.

2. Material and Finish: Manufacturer's standard powder coated steel.
3. Color: **As selected by Architect from manufacturer's 15 colors.**

C. Steps

1. **Sure-Step (Flip-up Front Aisle Step):** Permanently hinged to the front row to ensure availability and ease of operation. Two 3" diameter x 3/4" wide non-marking front wheels are provided so that the system can be operated with the Sure-Step in the stored or deployed position. All edges coined, hemmed or radiused with front edge protective rubber bumpers. Abrasive-backed non-slip tread identifier on leading edge of nosing. For aisle widths greater than 6'-0", two side by side hinged steps are provided.
2. **Intermediate Aisle Steps:** Fully enclosed, at each vertical aisle. Full radius end caps on all four edges. Adhesive-backed abrasive non-slip tread surface.

2.7 COMPONENTS

A. Decking

1. Plywood

- a.) 5/8 inch (16 mm) thick AC grade tongue and groove Southern Yellow Pine with clear urethane, high gloss finish.

B. Understructure:

1. Finish: Manufacturer's standard
2. Hardware finish: Manufacturer's standard
3. Posi-locks and other surfaces: Manufacturer's standard
4. Nose beam and Rear Riser beam: Nose beam shall be continuously roll-formed closed tubular shape of ASTM A653 grade 40. Riser beam shall be continuously roll-formed of ASTM A653 grade 40. Nose and Riser beam shall be designed with no steel edges exposed to spectator after product assembly. Nose beam and riser beams are through-bolted fore/aft to deck stabilizers and frame cantilevers to create the deck structure.
5. Frame: The frames are welded assemblies (one left hand, one right hand per tier) comprised of the following components:
 - a.) Lower Track subassembly: ASTM A1011 Grade 50: Continuous Positive Interglide System (casterhorn) interlocks each adjacent frame casterhorn using an integral, continuous, anti-drift feature and captive interlock with adjustable row spacing at front to prevent separation and misalignment.
 - b.) Lower Track Wheels: 3 per frame Not less than **5 inches** diameter by **1-1/4 inches** with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil-impregnated bushings to fit **3/8 inch** diameter axles secured with E-type snap rings.
 - 1.) Option: up to 6 wheels per frame for load distribution
 - c.) Slant Columns: A500 Grade B, tubular shape.
 - d.) Cantilever Subassembly: Consists of ASTM A1011 Grade 50 nose connection plate, cantilever, and riser attachment plate welded together into a subassembly.
6. Sway Bracing: ASTM A653 grade 40, tension members bolted to columns.
7. Deck Stabilizer: A1011 Grade 45, member through-bolted to nose and riser at three locations per section. Securely captures front and rear edge of decking at rear edge of nose beam and lower edge of riser beam for entire length of section. Interlocks with adjacent stabilizer on upper tier using low-friction nylon roller to prevent separation and misalignment.

C. Fasteners: Vibration proof, in manufacturer's standard size and material.

2.8 FABRICATION

- A. Fabricate understructure from structural-steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- B. Weld understructure to comply with applicable AWS standards.
- C. Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- D. Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.

2.9 ACCESSORIES

- A. Scorer's Table: Removable unit with a gray textured top of molded **2 inch** thick polymer with eased edges and integral 16 gage (1.51 mm) cantilevered comfort C-style leg.
 - 1. Size: 8 feet or 6 feet by 18 inches by 30 inches.
- B. Operating Handles: Manual operating handles; **3/4 inch** OD steel tubing. Handles to engage at the first tier.
- C. Rear Wall Column Cutouts: Provide custom bleacher cutouts at rear wall building columns. Top row(s) to be cut out and fitted to meet wall column conditions.
- D. Vinyl End Curtains: Include manufacturer's standard vinyl end curtains on both ends of the bleacher to reduce access beneath bleacher. Color: Selected from manufacturer's standard vinyl color chart.

2.10 GRAPHICS

- A. CourtSide Graphic Logo: Decorative graphic logo that is applied to the integrally molded end cap recess area of the CourtSide **10 XC** seat module.
 - 1. Logo is approximately **4.7 inches x 3.5 inches** with full color.
 - 2. Logo is trimmed to a precise custom cut shape with two mounting holes.
- B. StepSign Graphic Logo: Decorative graphic logos or text-based graphic applied to the vertical surface of the front and intermediate aisle steps.
- C. CourtSign Graphic Logo: Decorative graphic logos or text-based graphic applied to the vertical surface of the front skirt panel.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Tolerances:
 - 1. Flooring [and rear wall]: Level [and plumb] within **1/8 inch** in **8 feet**.
 - 2. Maximum bleacher force on the floor of a **27 foot** section: Static point load of less than 300 psi
- B. Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.

3.3 ADJUSTING AND CLEANING

- A. On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.
- B. Clean installed telescoping stands on exposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands.

END OF SECTION

SECTION 126613
TELESCOPIC SEATING**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Telescopic Gym Seating includes **manually operated** multiple-tiered seating rows comprising of seat, deck components, understructure that permits closing without requiring dismantling, into a nested configuration for storing or for moving purposes.

1. Wall-attached telescoping stands**1.2 REFERENCES**

- A. Aluminum Association (AA):
1. ADM 1- Aluminum Design Manual
- B. American Institute of Steel Construction (AISC):
1. AISC 360- Steel Construction Manual.
- C. American Iron & Steel Institute (AISI):
1. AISI S100 – Design of Cold Formed Steel Structural Members.
- D. American Society for Testing Materials (ASTM):
1. ASTM - Standard Specifications for Properties of Materials.
- E. American Wood Council (AWC):
1. ANSI/AWC NDS (National Design Specification for Wood Construction).
- F. American Welding Society (AWS):
1. AWS D1.1 Structural Welding Code – Steel
 2. AWS D1.3 Structural Welding Code - Sheet Steel
- G. Canadian Welding Bureau: CWB Division 3 W47.1
- H. U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.
- I. Forest Stewardship Council:
1. Chain of Custody Certification (FSC-STD-40-004)
- J. International Building Code (IBC): **2019**
- K. International Code Council (ICC): **2019**
1. ICC 300: Standard for Bleachers, Folding and Telescopic Seating and Grandstands.
- L. National Fire Protection Association (NFPA):
1. NFPA 101 **2019**
 2. NFPA 5000 **current edition**: Building Construction and Safety Code
 3. NFPA 70: National Electrical Code.
- M. National Institute of Standards and Technology (NIST)
1. PS 1: Structural Plywood.
- N. Southern Pine Inspection Bureau (SPIB):

1. SPIB: Standard Grading Rules for Southern Pine.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Engineer, fabricate and install telescopic gym seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each telescoping stand unit according to ICC 300 [current edition](#).
- B. Manufacturer's System Design Criteria:
 1. Gymnasium seat assembly; Design to support and resist, in addition to its own weight, the following forces:
 - a.) Live load of 120 lbs. per linear foot (1.75 kN/m) on seats and decking
 - b.) Uniformly distributed live load of not less than 100 psf (4.79 kN/m²) of gross horizontal projection.
 - c.) Parallel sway load of 24 lbs. per linear foot (0.35 kN/m) of row combined with (b.) above
 - d.) Perpendicular sway load of 10 lbs. per linear foot (0.15 kN/m) of row combined with uniformly distributed live load above.
 - e.) Parallel and Perpendicular sway loads are not applied concurrently.
 2. Hand Railings, Posts and Supports: Engineered to withstand the following forces applied separately:
 - a.) Concentrated load of 200 lbs. (0.89 kN) applied at any point and in any direction.
 - b.) Uniform load of 50 lbs. per foot (0.73 kN/m) applied in any direction.
 3. Guard Railings, Post and Supports: Engineered to withstand the following forces applied separately:
 - a.) Concentrated load of 200 lbs. (0.89 kN) applied at any point and in any direction along top rail.
 - b.) Uniform load of 50 lbs. per foot (0.73 kN/m) applied in any direction at top rail
 - c.) Uniform load of 50 lbs. (0.22 kN) applied on an area equal to 1 ft² (0.09 m²) applied on all guardrail infill panels.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Environmental Data Package: Provide project specific environmental data work sheet with project header and LEED calculations completed based on actual project weight and project price. Environmental Data Package required to be submitted with formal submittal package prior to project award.
 1. Regional Manufacturing:
 - a.) Provide manufacturing location and distance to project site by product material type as required. Use straight-line travel as defined by USGBC.
 2. Recycled Content:
 - a.) Provide Packaging Material Listing & Recycled Content by Material Type; total percentage of recycled content, total percentage of pre consumer and post consumer materials.
 - b.) Provide Product Material Listing & Recycled Content by Material Type; total percentage of recycled content, total percentage of pre consumer and post consumer materials.
 3. Indoor Environmental Quality:
 - a.) Provide documentation that the specified product passes ANSI/BIFMA X7.1-2007 Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture Systems and Seating
 - b.) Provide documentation that the specified product solid core ply-form or engineered fiber panels are manufactured with resins that are free of added urea-formaldehyde.
 4. Product Life Cycle Deconstruction & Reclaiming Opportunity:
 - a.) Provide listing of product materials that can be recycled at the end of the product life cycle and re-enter the recycled or reuse material stream.

- C. Shop Drawings: For telescoping stands in both stacked and extended positions. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
- D. Samples: For units with factory-applied finishes.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified manufacturer and installer.
- B. Welding certificates.
- C. Product Test Reports: Load test to all loads, observed by a qualified independent testing laboratory, and certified by a registered professional structural engineer verifying the integrity of the manufacturer's design.
- D. Warranty: Manufacturers standard warranty documents.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For telescopic bleacher to include video operations manual.

1.7 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: A minimum of 40 years of experience manufacturing telescoping stands and can demonstrate continual design enhancement and 25-year minimum product life-cycle support of telescopic seating.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

Below standard may be more stringent than applicable building code requirements. Coordinate with local building code requirements for telescoping stands.

- C. Seating Layout: Provide telescoping stands to comply with ICC 300 <Insert year> Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, except where additional requirements are indicated or imposed by authorities having jurisdiction.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver telescoping stands in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle bleacher equipment in a manner to prevent damage.
- C. Deliver the telescoping stands at a scheduled time for installation that will not interfere with other trades operating in the building when at all possible.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Coordinate actual dimensions of construction affecting telescoping stands installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.10 WARRANTY

- A. Manufacturer's Warranty: Includes the repair or replacement of the defective product; or defective component thereof, with a comparable product; or component thereof, or a refund of the purchase price prorated over the warranty period.

1. Includes: Labor, materials, and freight for replacement or repairs.
2. Structural Component parts of Understructure Warranty Period: **10 years** from Date of Acceptance
3. Decking systems, seating collections, electrical, portable and integral dolly systems, end closure curtains, surface material finishes Warranty Period **5 years** from Date of Acceptance.

PART 2 PRODUCTS

A. Wood:

1. Lumber: NIST PS 20, southern pine complying with SPIB's "Standard Grading Rules for Southern Pine Lumber" for B&B Finish (B and better) grade-of-finish requirements.
2. Plywood: NIST PS 1, APA-grade trademarked, A-C grade.

B. Steel:

1. Structural-Steel Shapes, Plates, and Bars: ASTM A36.
2. Galvanized-Steel Sheet: ASTM A653, coating designation G60.
3. Uncoated Steel Strip; Non-Structural Components: ASTM A1011, Commercial Quality, Type B, Hot-Rolled Strip.
4. Uncoated Steel Strip; Structural Components: ASTM A1011 Grade 33, Grade 36, Grade 40, Grade 45, or Grade 50, Structural Quality, Hot-Rolled.
5. Galvanized Steel Strip: ASTM A653 Grade 40, structural quality, coating designation G60.
6. Tubing: ASTM A500, cold formed; Grade B.

C. Polyethylene Plastic: High-density polyethylene; injection molded, color-pigmented, textured, impact-resistant, and dimensionally stable.

2.2 MANUFACTURERS

A. Basis of Design: Hussey Seating Company, U.S.A. / B.T. Mancini Co., Inc. Attention: Jared Fleming; Email: jared.fleming@btmancini.com

B. Substitutions: Permitted.

1. Upon compliance with all of the criteria specified in this section, Manufacturers wishing to bid products equal to the product specified must be submitted to the Architect 10 days prior to bidding complete data in support of compliance and a list of three past installations of products similar to those listed. The submitting manufacturer guarantees the proposed substituted product complies with the performance items specified and as detailed on the drawings.

2.3 TELESCOPING STANDS

A. **Wall-Attached Telescoping Stands:** Forward-folding system with the rear of the understructure permanently attached to the floor and to the rear wall. Rear wall provides structural support and must support loads imposed by the bleacher.

2.4 DIMENSIONAL AND OPERATIONAL CRITERIA

A. Dimensions:

1. Bank Length: See floor plan.
2. Aisle Width: See floor plan.
3. Number of Tiers: See floor plan.
4. Row Spacing: 24 inches
5. Row Rise: 9-5/8 inches

B. Operation: Manual

1. Manual: User operates system by manually pulling/pushing each section with operating handles

2.5 SEATING**A. Polymer Seat System: Courtside Collection XC10.**

1. Material: Gas assist injection-molded, 100 percent recyclable HDPE, high density polyethylene.
2. Module Size: **18 inches long by 10 inches** deep.
3. Module Load: Tested to 600 lbs.
4. Integrally molded end caps at aisle end locations.
5. Integrally molded recess pockets to accept seat number and row letters.
6. Integrally molded rear closure panel at back of seat to allow for "continuous clean sweep" of debris at deck level and minimized visibility of structural ribbing.
7. Color: [As selected by Architect from manufacturers 15 standard colors][Custom color as selected by Architect].
8. Seat Numbers: **1-3/4 inch** by **1-1/4 inch** oval Lexan plate.
 - a.) Color: Black number over grey background.
9. Row Identification: **1-3/4 inch** by **1-1/4 inch** oval Lexan plate.
 - a.) Color: Black letter over gray background.

B. ADA Accessible Seating:

1. Locate **first tier modular units** to provide wheelchair-accessible seating at locations indicated on Drawings.
 - a.) Flex-Row™: Provide first row modular recoverable seating units that can be closed to accommodate persons requiring ADA spaces (or any other temporary space needs) or opened for standard usage. Each Flex-Row unit shall have a handle for easy operation.
 - 1.) Provide a black full-surround steel skirting with no more than 3/4" floor clearance for safety and improved aesthetics.
 - 2.) Provide a black injection molded end cap for the nose beam for safety and improved aesthetics.
 - 3.) Provide a mechanical positive lock when the Flex-Row system is in both the open and closed position. Handle shall unlock the modular recoverable seating unit for operation.
 - 4.) Flex-Row can be utilized with the full system in the open or closed position.
 - 5.) Flex-Row modular units are designed to achieve multi-use front row seating to accommodate team seating, ADA requirements and facility specific requirements. Flex-Row units are available in modular units from 2 to 7 seats wide as well as full section widths.

2.6 RAILS, PANELS AND STEPS**A. End Rails:**

1. **Self-storing**
 - a.) Provide steel self-storing starting no higher than tier 2 **42 inches** high above seat, end rail with tubular supports and intermediate members designed with **4 inch** sphere passage requirements.
2. Material and Finish: Manufacturer's standard powder coated steel.
3. Color: **As selected by Architect from manufacturers 15 colors.**

B. Center Aisle Rails:

1. **Manual Rotating**
 - a.) Provide single pedestal mount handrails **34 inches** high with terminating mid rail. Permanently attached handrail shall rotate in a permanently mounted socket for rail storage. Rail shall deploy

easily, lock in the use position, and require intent and effort to unlock, and return to the stowed position. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.

2. Material and Finish: Manufacturer's standard powder coated steel.
3. Color: **As selected by Architect from manufacturer's 15 colors.**

C. Steps

1. **Sure-Step (Flip-up Front Aisle Step):** Permanently hinged to the front row to ensure availability and ease of operation. Two 3" diameter x 3/4" wide non-marking front wheels are provided so that the system can be operated with the Sure-Step in the stored or deployed position. All edges coined, hemmed or radiused with front edge protective rubber bumpers. Abrasive-backed non-slip tread identifier on leading edge of nosing. For aisle widths greater than 6'-0", two side by side hinged steps are provided.
2. **Intermediate Aisle Steps:** Fully enclosed, at each vertical aisle. Full radius end caps on all four edges. Adhesive-backed abrasive non-slip tread surface.

2.7 COMPONENTS

A. Decking

1. Plywood

- a.) 5/8 inch (16 mm) thick AC grade tongue and groove Southern Yellow Pine with clear urethane, high gloss finish.

B. Understructure:

1. Finish: Manufacturer's standard
2. Hardware finish: Manufacturer's standard
3. Posi-locks and other surfaces: Manufacturer's standard
4. Nose beam and Rear Riser beam: Nose beam shall be continuously roll-formed closed tubular shape of ASTM A653 grade 40. Riser beam shall be continuously roll-formed of ASTM A653 grade 40. Nose and Riser beam shall be designed with no steel edges exposed to spectator after product assembly. Nose beam and riser beams are through-bolted fore/aft to deck stabilizers and frame cantilevers to create the deck structure.
5. Frame: The frames are welded assemblies (one left hand, one right hand per tier) comprised of the following components:
 - a.) Lower Track subassembly: ASTM A1011 Grade 50: Continuous Positive Interglide System (casterhorn) interlocks each adjacent frame casterhorn using an integral, continuous, anti-drift feature and captive interlock with adjustable row spacing at front to prevent separation and misalignment.
 - b.) Lower Track Wheels: 3 per frame Not less than **5 inches** diameter by **1-1/4 inches** with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil-impregnated bushings to fit **3/8 inch** diameter axles secured with E-type snap rings.
 - 1.) Option: up to 6 wheels per frame for load distribution
 - c.) Slant Columns: A500 Grade B, tubular shape.
 - d.) Cantilever Subassembly: Consists of ASTM A1011 Grade 50 nose connection plate, cantilever, and riser attachment plate welded together into a subassembly.
6. Sway Bracing: ASTM A653 grade 40, tension members bolted to columns.
7. Deck Stabilizer: A1011 Grade 45, member through-bolted to nose and riser at three locations per section. Securely captures front and rear edge of decking at rear edge of nose beam and lower edge of riser beam for entire length of section. Interlocks with adjacent stabilizer on upper tier using low-friction nylon roller to prevent separation and misalignment.

C. Fasteners: Vibration proof, in manufacturer's standard size and material.

2.8 FABRICATION

- A. Fabricate understructure from structural-steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- B. Weld understructure to comply with applicable AWS standards.
- C. Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- D. Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.

2.9 ACCESSORIES

- A. Scorer's Table: Removable unit with a gray textured top of molded **2 inch** thick polymer with eased edges and integral 16 gage (1.51 mm) cantilevered comfort C-style leg.
 - 1. Size: 8 feet or 6 feet by 18 inches by 30 inches.
- B. Operating Handles: Manual operating handles; **3/4 inch** OD steel tubing. Handles to engage at the first tier.
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 - 1. Logo is approximately **4.7 inches x 3.5 inches** with full color.
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PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

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- A. Tolerances:
 - 1. Flooring [and rear wall]: Level [and plumb] within **1/8 inch** in **8 feet**.
 - 2. Maximum bleacher force on the floor of a **27 foot** section: Static point load of less than 300 psi
- B. Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.

3.3 ADJUSTING AND CLEANING

- A. On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.
- B. Clean installed telescoping stands on exposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands.

END OF SECTION

SECTION 27 51 17
ASSISTIVE LISTENING SYSTEM
(Portable)**PART 1 - GENERAL**

1.1 SUMMARY

- A. Work Included: Materials, equipment, fabrication, installation and tests a portable Assistive Listening System in assembly areas, including conference and meeting rooms, cafeterias, and multi-purpose rooms. Refer to plans for room locations indicated by ALS signage.

1.2 RELATED WORK

- A. Division 26 Section "Electrical General Requirement".

1.3 QUALITY ASSURANCE

- A. System shall comply with CBC 11B-219, 219.4, 706 and 706.3.

1.4 SUBMITTALS

- A. Provide submittals for materials and equipment in accordance with Division 1 submittal requirements.
 1. Assistive listening system equipment and components.

PART 2 - PRODUCTS

2.1 ASSISTIVE LISTENING SYSTEM

- A. Provide a portable assistive listening system for use at areas listed below including wireless transmitters, microphones, receivers, headphones, associated hardwires and connection to the local sound system. **Williams Sound, Gentner (Starin), Listen or equal.**
- B. FM transmitter: One (1) wireless FM transmitter with digital tuning and lapel microphone, one for each identified area and each classroom, conference rooms and multi-use rooms. Provide 2-AA Duracell or equal batteries for transmitter.
- C. Receivers: Per code provide min. 4% of the total number of seats allowed in each assembly area, but in no case less than two (2) FM receivers, single channel, wrist strap and adjustable headphones. Provide hearing-aid compatible receivers equal to 25% of the total number of receivers required in each area, but no fewer than two. If assembly rooms do not have fixed seating, calculate the number of seats using 7sf per occupant. Provide 2-AA Duracell or equal batteries per each receiver.
- D. One (1) ALS sign at each identified area noted on the plans.
- E. Provide a "pelican" type portable case large enough to contain and organize all materials and equipment with closed cell foam material to securely hold and protect all contents in place. Provide and attach engraved phenolic label "Assistive Listening System" label with lettering not smaller than 3/4" in height and mechanically fastened to the exterior of the case. Provide a laminated system operation instruction and a list of system contents contained in the case. Case color to be yellow or orange. Store system in or near the assembly area.

PART 3 - EXECUTION

3.1 INSTALLATION, TESTING, AND TRAINING

- A. Test the transmitter and each receiver for proper operation. Store the transmitter and receiver in the original packages and store at a site location determined by the District.
- B. Provide a training seminar of minimum one hour duration to instruct school personnel in the operation of the system. Provide three copies of the Owner's Manual with individual catalog and specification sheets, and maintenance instructions at this time.

3.2 WARRANTY

- A. Provide documentation of the manufacturer's standard warranty of the equipment.

END OF SECTION

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

This agreement is effective _____, 20__ (the "Agreement") by and between the Berryessa Union School District, Santa Clara County, California, hereinafter called the "District" or "Owner," and _____, hereinafter called the "Design-Builder."

WITNESSETH: That the Design-Builder and the Owner for the consideration hereinafter named agree to enter this Agreement for design and construction of the Project pursuant to Education Code sections 17250.10 et seq., as follows:

ARTICLE I. SCOPE OF WORK.

For the Owner's New Modular Gymnasium Building project at Piedmont Middle School (the "Project"), the Design-Builder agrees to furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers. The Work includes all obligations of the Design-Builder under this Agreement, the Contract, and the Contract Documents (see Article II, below), including all design and construction services necessary to complete the Project.

During the Work, the Design-Builder shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

A. Design Services

The Design-Builder shall complete the design of the Project within the parameters of the Owner's requirements for design of the Project (the "Design Requirements," or "Bridging Documents") that were included in the Request for Proposals and on which the Design-Builder based its proposal, and within the other requirements of the Contract Documents (including Article VI, below).

The Design-Builder shall prepare a 70% complete design for the Owner's review and approval, and then prepare a 100% complete design for the Owner's review and approval.

Constructability review of the design and value engineering are the responsibility of the Design-Builder, but Owner may provide its own constructability or value engineering comments when reviewing the 70% or 100% designs.

After obtaining Owner approval of the 100% complete design, the Design-Builder shall submit it to the Division of State Architect (“DSA”) for approval. The Design-Builder shall make all changes in the design necessary to obtain DSA approval, but first must obtain Owner approval. If any such changes reduce the scope of construction, then the Owner shall be entitled to a deductive change order. If any such changes are outside the scope of the Design Requirements, then the Design-Builder shall be entitled to a change order to the extent that the change increases the Design-Builder’s design or construction costs.

B. Construction Services

The Design-Builder may not commence construction until it delivers to Owner complete DSA approval of the design for the Contract. The Design-Builder shall perform all construction necessary to construct the Work in compliance with its DSA-approved design (“Design”) and the Contract Documents, including the General Conditions.

ARTICLE II. CONTRACT DOCUMENTS.

The Design-Builder and the Owner agree that the following documents form the Contract Documents:

- A. The Request for Proposals, including all attachments, appendices, and addenda.
- B. The Design-Builder’s proposal in response to the Request for Proposals (“Proposal”), including all attachments, certifications, and declarations required to be submitted with the Proposal.
- C. This Agreement.
- D. The General Conditions.
- E. Any written and Board-approved agreement to modify this Agreement, such as an amendment or change order.
- F. The payment bond.
- G. The performance bond.
- H. The documents listed in Article 1.1.1 of the General Conditions.

This Agreement incorporates the above Contract Documents by reference, and together they constitute the “Contract.”

After award, the Design-Builder shall timely submit the bonds, fingerprinting certification, and Student Contact Form, as required by the Request for Proposals.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (the “Contract Time”) shall be _____ [words] (_____ [numerals]) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no such date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract.

In addition, the Design-Builder shall meet the following milestone deadlines:

- Board approval of the 70% design of the Project within _____ () calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract;
- Board approval of the Final 100% Plans and Specifications of the Project within _____ () calendar days from Board approval of the 70% design; and
- Completion of the construction of the Project within _____ () calendar days from DSA approval of the Final 100% Plans and Specifications.

The time period between (a) Design-Builder's submission of the Board-approved Final 100% Plans and Specifications to DSA, and (b) DSA's first comments regarding the Final 100% Plans and Specifications, shall not count against the Contract Time, and the Design-Builder shall be entitled to a time extension for such time period.

The site for the Project will not be available to the Design-Builder for construction on the following dates: _____ ***[District must insert any dates that the site will not be available to the Design-Builder for construction, such as student testing]***. The Design-Builder shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time, or by the milestone deadlines noted above, in the manner provided for by the Contract Documents shall subject the Design-Builder to liquidated damages. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or by the milestone deadlines noted above, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$2,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Design-Builder to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Design-Builder Completes the Project within the Contract Time.

If the Design-Builder becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Design-Builder until the liability of the Design-Builder under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Design-Builder incurred under this Article, the Design-Builder and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time for Completion and liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Design-Builder in current funds a total of _____ Dollars (\$_____.00; the "Contract Price") for the Work satisfactorily performed after receipt of properly documented and submitted Applications for Payment.

The Owner shall pay _____% of the Contract Price for design of the Project according to the following schedule:

- _____% of the Contract Price upon Owner approval of the 70% design package (see the Request for Proposals).
- _____% of the Contract Price upon full DSA approval of the Final 100% Plans and Specifications (see the Request for Proposals).

The Owner shall pay the other _____% of the Contract Price for construction of the Project by submitting monthly payment applications based upon the progress of the Work, as described in the Contract Documents, including Article 9 of the General Conditions.

Owner may elect to include a special allowance or general contingency allowance ("Allowance") in the Contract Price, from which the Owner may, in its sole discretion, elect to pay any additional amounts that are owed to the Design-Builder under the Contract Documents, rather than pay the Design-Builder by a Board-approved change order. Any payment from an Allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Design-Builder must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Design-Builder must sign an Allowance expenditure form, after which the Design-

Builder may include a request for such payment in its next progress payment application. Design-Builder's acceptance of a progress payment that includes such payment shall act as a full and complete waiver by Design-Builder of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Design-Builder requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Design-Builder must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Design-Builder must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made after a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Design-Builder shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

The Design-Builder shall be responsible for all of its costs related to the Work, including home office, administration, copies, and travel expenses.

The Design-Builder may not request an increase in the Contract price except as permitted in the Contract Documents; and under no circumstances may the Design-Builder request an increase in the Contract price based on costs caused by Design-Builder's errors in design of the Work or construction of the Work, based on unforeseen site conditions, or based on DSA corrections to the Design-Builder's design of the Work.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions, and shall be in the form of a written amendment or change order to this Agreement approved by the Owner's governing body.

ARTICLE VI. DESIGN RESPONSIBILITIES OF THE DESIGN-BUILDER.

A. Definitions.

1. Design Services. "Design Services" shall mean the Design-Builder's design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, foreseeably required under law,

the standard of care, and this Agreement, to complete the design of the Work, obtain DSA approval of the design of the Work, and administer the construction of the Work, as further defined in this Article.

2. Wrongful Acts or Omissions. “Wrongful Acts or Omissions” shall mean Design-Builder’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

B. Standard of Care.

District retains Design-Builder to perform, and Design-Builder agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Design-Builder agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Design-Builder under or required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Design-Builder shall be responsible for the completeness and accuracy of the plans and specifications.

C. Design Services.

1. General.

The Design-Builder shall complete the design for the Project in conformance to the Contract Documents, including the Bridging Documents prepared by the District’s Architect, and applicable law.

The District shall have the right to add or delete from the Design-Builder’s scope of Design Services as it may determine is necessary for the best interests of the Project and/or the District. Design-Builder shall expeditiously and diligently perform all of its work and obligations under this Agreement. Design-Builder may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District. The Design-Builder acknowledges that its priority is to complete the Project and its Design Services, and that any payment disputes with the District, if not resolved during the Project, must wait for resolution after the Project.

All personnel provided by Design-Builder shall be qualified to perform the services for which they are provided. Design-Builder shall obtain District’s written approval of

each employee of Design-Builder who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon Ten (10) days' written notice, cause Design-Builder to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Design-Builder shall provide them immediately.

Design-Builder is an agent of District and shall reasonably represent the District at all times in relation to the Project.

Design-Builder shall be fully licensed as required by law at all times when providing services under this Agreement.

2. Consultants.

The Design-Builder shall employ or retain at Design-Builder's own expense, engineers and other consultants necessary to Design-Builder's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Design-Builder for this Project shall be approved by District prior to their commencement of work. The Design-Builder's consultants shall be employed or retained to provide assistance during all aspects of performance of the Design Services for the Project, including but not limited to review of schedules, shop drawings, samples, submittals, and requests for information. The Design-Builder's consultants shall also conduct periodic inspections of the site to determine conformance with the DSA-approved design and shall participate in the final inspections and development of any "punch list" items. Design-Builder must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

Design-Builder shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain an architect or construction manager to assist District in performance of District's duties for the Project.

If not done by the District's architect for the Project ("Architect"), the Design-Builder shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or Completion of the Project, shall have returned to it by Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

If not done by the Architect, Design-Builder shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

3. Schematic Design Phase.

The Design-Builder shall treat the Bridging Documents as the schematic design for the Project. The Design-Builder shall complete the design of the Project in conformance with the Bridging Documents, as described in this Agreement.

4. Design Development Phase.

Design-Builder shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. The design development documents shall represent a 70% complete design, and shall conform to the Bridging Documents and other Contract Documents. Design-Builder shall submit the 70% development design to the District for its review and for Board approval. Design-Builder is encouraged to make recommendations to District regarding benefits that could be realized by altering the scope of work or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Design-Builder shall revise the design development documents as necessary until District's governing board approves them in writing. Design-Builder shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

The Design-Builder shall prepare the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

Design-Builder shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Design-Builder shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Design-Builder shall provide a copy of all such documents to the District.

Design-Builder shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5. Completion of Design Phase.

Following the District's governing board's written approval of the design development documents, the Design-Builder shall prepare for the written approval of District's governing board the 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The 100% complete design shall conform to, comply with, and satisfy the Bridging Documents and other Contract Documents, as well as all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the 100% complete design, Design-Builder shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages.

Prior to submission of the 100% complete design to DSA for plan check and approval, the Design-Builder shall submit the design to the District for review and for Board approval. Design-Builder shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the 100% complete design.

After approval by the District's governing board, the Design-Builder shall submit the 100% complete design to DSA for plan check and approval, and make the necessary corrections to secure DSA approval. At Design-Builder's expense, Design-Builder shall arrange for the scanning of the DSA-approved design documents and for the return of the originals and an electronic copy to DSA. If the DSA requires any changes in the 100% complete design, Design-Builder shall submit its changes to the District for review and Board approval before submitting them to DSA for approval.

6. Construction Phase.

The construction phase shall begin on the date that Design-Builder obtains complete DSA approval of the 100% complete design.

The Design-Builder shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* Design-Builder shall provide a copy of all such notifications to the District.

After DSA approval of the design, the Design-Builder may select subcontractors for performance of construction work, and if the scope of a subcontractor's construction work is greater than 0.5% of the total value of the contract price allocable to construction work, then the Design-Builder shall use the procedures specified in Education Code section 17250.35(b) to select that construction subcontractor. The Design-Builder shall award each construction subcontract on a best value basis.

The Design-Builder shall submit to the District and its Architect all schedules, shop drawings, samples and other submissions as set forth in the Contract Documents. The District and its Architect shall take action within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case District and its Architect shall take such action as soon as possible. If District and its Architect are not able to take such action within the required time due to reasons beyond their control, they may take action within a reasonable period of time under the circumstances; however, they shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the Design-Builder immediately after such determination with an explanation as to why they cannot take action within the time required, what they are doing to expedite its response, when they expect to be able to issue a response, and what action, if any, should be taken by the Design-Builder in the meantime to mitigate delays and/or costs. The District and its Architect will have the authority to reject work and materials which do not conform to the Contract Documents, including the Bridging Documents. The approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the reasonable judgment of the District, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the District and its Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The District and its Architect will also recommend substitution of materials or equipment when, in their reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

The Design-Builder shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

The Design-Builder will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Design-Builder is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Design-Builder nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Design-Builder shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon Completion of the Project. Design-Builder shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required under the Contract Documents.

When construction is properly completed, Design-Builder shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

Notwithstanding any other provision of this Agreement, the Design-Builder will not be entitled to a change order or additional payment if the underlying issue was caused by a Wrongful Act or Omission. At its own expense, the Design-Builder shall perform all Work caused or necessitated by the Wrongful Act or Omissions. Design-Builder is responsible to ensure that the 100% complete design, and the finished Project based on that design, comply with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Design-Builder has violated any of the above-referenced laws, or District, because of Design-Builder's Wrongful Acts or Omissions, has violated any of the above-referenced laws, Design-Builder shall remedy the violation at its own cost. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this paragraph due to Design-Builder's negligence, recklessness or willful misconduct.** In the event that the Design-Builder is or becomes aware of possible non-compliance with the foregoing standards, Design-Builder shall have a duty immediately to notify the District in writing of the possible non-compliance.

7. Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Design-Builder, whether supplied by District or by others, which are relied upon, altered or otherwise utilized by Design-Builder, Design-Builder shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Design-Builder under this Agreement.

D. Errors and Omissions Insurance.

Prior to the commencement of services under this Agreement, the Design-Builder shall furnish to the District satisfactory proof that the Design-Builder has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars (\$2,000,000.00). and with a deductible in an amount

not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Design-Builder shall provide errors and omissions insurance on a claims-made basis.

Each of Design-Builder's professional sub-consultants (including consultants of Design-Builder) shall comply with this section, and Design-Builder shall include such provisions in its contracts with them.

Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Should any of the required insurance be provided under a claims-made form, Design-Builder shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the completion of construction (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Design-Builder's obligations to the District under any provision, including any duty to indemnify and defend the District.

Design-Builder shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Design-Builder shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

At the time of making application for any extension of time, Design-Builder shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

If the Design-Builder fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Design-Builder under this Agreement.

Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Design-Builder may be held responsible for the payment of damages resulting from the Design-Builder's operations.

Each of Design-Builder's consultants shall comply with this Article, and Design-Builder shall include such provisions in its contracts with them.

Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an “A-, VIII” in Best’s Rating Guide and shall be satisfactory to the District.

Any failure to maintain any item of the required insurance may, at District’s sole option, be sufficient cause for termination of this Agreement.

E. Compliance with Laws.

Design-Builder shall be familiar with, and Design-Builder and Design-Builder’s design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act (“ADA”).

F. Ownership of Documents; Licensing of Intellectual Property.

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

The Design-Builder will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Design-Builder's files for a period of no less than fifteen (15) years. Design-Builder shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

This Agreement creates a non-exclusive and perpetual license for the District to copy,

use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Design-Builder shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Design-Builder and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Design-Builder and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

Design-Builder represents and warrants that Design-Builder has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Design-Builder or its consultants prepares or causes to be prepared under this Agreement. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this section due to Design-Builder's negligence, recklessness or willful misconduct.** The Design-Builder makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Design-Builder and provided to Design-Builder by the District.

G. Indemnity Regarding Design.

Design-Builder Indemnification – **To the fullest extent permitted by law, including California Civil Code section 2782.8, the Design-Builder shall defend,**

indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees (“District Indemnitees”) against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Design-Builder, the Design-Builder's officers, employees, or consultants in performing or failing to perform any design work, services, or functions provided for, referred to, or in any way connected with any design work, services, or functions to be performed under this Agreement.

For purposes of this Section VI.G only, (a) “claims” means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations, and (b) the Design-Builder’s defense obligation shall include but not be limited to (i) provision of a full and complete defense of the District Indemnitees by an attorney chosen or approved by the District, and (ii) payment of the District’s attorneys’ fees, experts’ fees, and all other litigation costs incurred in the District’s defense (“Defense Costs”) within thirty (30) days of Design-Builder’s receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse Design-Builder for the portion of the Defense Costs proportionate to the percentage of fault of parties other than the Design-Builder (“Other Parties”) for the amounts paid or owed to the third party by the District Indemnitees, but this duty of reimbursement shall only be owed by the District if there are specific findings in a settlement agreement, arbitration award, or verdict as to the Other Parties’ percentage of fault, and the Design-Builder’s percentage of fault, for those amounts paid or owed to the third party.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Design-Builder shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Builder.

District Indemnification for Use of Third Party Materials – The District shall defend, indemnify, and hold harmless the Design-Builder and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Design-Builder's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Design-Builder shall be entitled to such indemnification only if each of the following conditions are met: (a) Design-Builder actually re-draws or completes such other designs or contract documents; (b) Design-Builder complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Design-Builder with the previously prepared documents or materials; and (d) District expressly requests that the Design-Builder utilize the designs or contract documents in question. By

providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE VII. TERMINATION.

The Owner or Design-Builder may terminate the Contract as provided in the General Conditions.

ARTICLE VIII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Design-Builder and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Design-Builder and any subcontractor under the Design-Builder as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Design-Builder.

The Design-Builder and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner at least monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE IX. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Design-Builder or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Design-Builder and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Design-Builder shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Design-Builder or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE X. APPRENTICES.

The Design-Builder agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Design-Builder for all apprenticeable occupations.

ARTICLE XI. DSA OVERSIGHT PROCESS.

The Design-Builder must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Design-Builder shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Design-Builder’s Wrongful Act or Omission. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Design-Builder’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XII. INDEMNIFICATION AND INSURANCE.

The Design-Builder will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the Contract Documents, including the General Conditions.

By this statement the Design-Builder represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Design-Builder shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Design-Builder shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$_____ per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$_____ per accident for bodily injury and property damage combined single limit.

ARTICLE XIII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral

or written, including the Owner's award of the Contract to Design-Builder, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIV. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XVI. BINDING EFFECT.

Design-Builder, by execution of this Agreement, acknowledges that Design-Builder has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Design-Builder and the Owner and their respective successors and assigns.

ARTICLE XVII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Clara, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVIII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XIX. ASSIGNMENT OF CONTRACT.

The Design-Builder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of

the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

Owner requires Design-Builder to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

DESIGN-BUILDER:

OWNER:

a California corporation

Berryessa Union School District

BY: _____
TITLE: President, Vice President, or Chairman

BY: _____
TITLE: Superintendent

BY: _____
TITLE: Secretary, Assistant Secretary, CFO,
or Assistant Treasurer

CALIFORNIA ARCHITECT LICENSE NO.

LICENSE EXPIRATION DATE

CALIFORNIA CONTRACTOR'S LICENSE NO.

LICENSE EXPIRATION DATE

NOTE: Design-Builder must give the full business address of the Design-Builder and sign with Design-Builder’s usual signature. Partnerships must furnish

the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A

SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT

(Education Code §17407.5 and Public Contract Code §§2600-2602)

Owner: Berryessa Union School District

Contract: [redacted] Design-Build Contract
[redacted] School
[redacted] [city], Santa Clara County, California

The undersigned declares:

I am the _____ of _____, the “Design-Builder” on the Contract identified above (also referred to as “Contractor” in this report). I hereby certify that during the month of _____, 20__, Contractor and its subcontractors employed a total of _____ workers on the Contract in the apprenticeable occupations designated under Public Contract Code sections 2600 et seq., and these workers performed a total of _____ hours of work within the apprenticeable occupations. I certify that all of these workers in the apprenticeable occupations are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (DIR), and that all of these hours performed in the apprenticeable occupations were performed by such skilled journeypersons and apprentices.

I. CONTRACTOR’S WORKFORCE

For the workers in the apprenticeable occupations employed by Contractor during the aforementioned month, I certify as follows [*check the applicable box*]:

A. Exemption

The Contractor’s workers in the apprenticeable occupations performed fewer than ten (10) hours of work on the Contract, and thus are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2).

B. Percentage Compliance by Number of Workers

[If Contractor meets or exceeds the required percentage of skilled journeypersons that are apprenticeship graduates (see Public Contract Code section 2601(d)(2)-(4)), fill out Paragraphs 1.1-1.4 and 2.1-2.4.]

1.0 Apprenticeable occupations of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or

systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher:

1.1. Number of Contractor's skilled journeypersons in these apprenticeable occupations = _____

1.2. Number of Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

1.3 For apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30% (see Public Contract Code §2601(d)(2)(A))]*

2.0 All apprenticeable occupations other than teamsters and those listed in 1.0 above:

2.1. Number of Contractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[this number may not exceed 30% of 2.1, above]*

2.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 2.2 and 2.3, and divide that sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]*

C. Percentage Compliance by Number of Hours

[If Contractor meets or exceeds the required percentage of hours performed by apprenticeship graduates (see Public Contract Code section 2601(d)(2)-(4)), fill out Paragraphs 1.1-1.4 and 2.1-2.4.]

1.0 Apprenticeable occupations of acoustical installer, bricklayer, carpenter, cement

mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher:

1.1. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations = _____

1.2. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

1.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____
[may not exceed 15% of 1.1, above; see Public Contract Code §2601(d)(2)(A) and (d)(3)]

1.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30% (see Public Contract Code §2601(d)(2)(A))]*

2.0 All apprenticeable occupations other than teamsters and those listed in 1.0 above:

2.1. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____
[this number may not exceed 30% of 2.1, above; see Public Contract Code §2601(d)(2)(C), (d)(2)(D), and (d)(3)]

2.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 2.2 and 2.3, and divide that sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]*

D. Failure of Contractor to Demonstrate Compliance

This Skilled and Trained Workforce Compliance Report does not demonstrate compliance with the graduate percentage requirement due to the failure of Contractor to (1) qualify for exemption under I.A, above, or (2) meet the percentage requirements under I.B or I.C, above.

The total value of the monthly billing for the Contractor is \$ _____. I have attached sufficient information to document to value of the monthly billing and understand that the District will withhold 150 percent of the aforementioned amount until a plan to achieve substantial compliance is approved by the District consistent with Public Contract Code section 2602(c).

II. SUBCONTRACTORS' WORKFORCES

I certify that each subcontractor of every tier who performed work during the aforementioned month has provided to Contractor a Skilled and Trained Workforce Compliance Report that is signed under the penalty of perjury, and that provides sufficient detail to allow Contractor to fully and accurately prepare Section II of this form. I certify that Contractor will retain these forms and will provide copies of them to Owner within seven (7) days of Owner's written request. Following review of all of the subcontractors' Skilled and Trained Workforce Compliance Reports, I also certify as follows [*check applicable box(es)*]:

A. Exemption from Percentage Compliance (PCC §2601(d)(5) and (6))

The following subcontractors are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2) because they employed skilled journeypersons to perform fewer than ten (10) hours of work in the apprenticeable occupations on the Contract: _____ (___ hours), _____ (___ hours), _____ (___ hours), _____ (___ hours), and _____ (___ hours). [*insert names of the subcontractors on the Contract that are exempt for this reason, and the number of hours performed by skilled journeypersons for each one*]

The following subcontractors are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2) because they were not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed 0.5% of the price of the prime contract: _____, _____, _____, and _____. [*insert names of the subcontractors on the Contract that are exempt for this reason*]

B. Percentage Compliance by Number of Workers

[*For each subcontractor that meets or exceeds the required percentage of skilled journeypersons that are apprenticeship graduates (see Public Contract Code section 2601(d)(2)-(4)), fill out Paragraphs 1.1-1.4 and 2.1-2.4.*]

_____ *[insert name of subcontractor]* :

1.0 Apprenticeable occupations of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher:

1.1. Number of subcontractor's skilled journeypersons in these apprenticeable occupations = _____

1.2. Number of subcontractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

1.3 For apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Subcontractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30% (see Public Contract Code §2601(d)(2)(A))]*

2.0 All apprenticeable occupations other than teamsters and those listed in 1.0 above:

2.1. Number of subcontractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of subcontractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[this number may not exceed 30% of 2.1, above]*

2.4. Subcontractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 2.2 and 2.3, and divide that*

sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]

C. Percentage Compliance by Number of Hours

*[For **each** subcontractor that meets or exceeds the required percentage of hours performed by apprenticeship graduates (see Public Contract Code section 2601(d)(2)-(4)), fill out Paragraphs 1.1-1.4 and 2.1-2.4.]*

_____ *[insert name of subcontractor] :*

1.0 Apprenticeable occupations of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher:

1.1. Number of hours of work performed by subcontractor's skilled journeypersons in these apprenticeable occupations = _____

1.2. Number of hours of work performed by subcontractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

1.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above; see Public Contract Code §2601(d)(2)(A) and (d)(3)]*

1.4. Subcontractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30% (see Public Contract Code §2601(d)(2)(A))]*

2.0 All apprenticeable occupations other than teamsters and those listed in 1.0 above:

2.1. Number of hours of work performed by subcontractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of hours of work performed by subcontractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ [this number may not exceed 30% of 2.1, above; see Public Contract Code §2601(d)(2)(C), (d)(2)(D), and (d)(3)]

2.4. Subcontractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% [add 2.2 and 2.3, and divide that sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]

D. Failure of a Subcontractor to Demonstrate Compliance

This Skilled and Trained Workforce Compliance Report does not demonstrate compliance with the graduate percentage requirement due to the failure of the following subcontractor(s) to qualify for exemption under II.A, above, or meet the percentage requirements under II.B or II.C, above: _____, _____, _____, _____, and _____. [insert names of subcontractors]

The total value of the monthly billing for the subcontractor(s) listed in the previous paragraph is \$ _____. I have attached sufficient information to document to value of the monthly billing and understand that the District will withhold 150 percent of the aforementioned amount until a plan to achieve substantial compliance is approved by the District consistent with Public Contract Code section 2602(c).

I certify that each subcontractor listed above will be substituted off the Contract pursuant to Public Contract Code section 4100 *et seq.*, unless it provides a plan to achieve compliance consistent with Public Contract Code section 2602(c)(1).

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 _____, 20__, at _____ [city], California.

Name

GENERAL CONDITIONS
for
DESIGN-BUILD CONSTRUCTION

**FOR PIEDMONT MIDDLE SCHOOL – NEW MODULAR GYMNASIUM BUILDING
PROJECT**

BERRYESSA UNION SCHOOL DISTRICT

May 13, 2022

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The “Contract Documents” consist of the Agreement between Owner and Design-Builder (hereinafter the Agreement), all attachments and exhibits to the Agreement, Conditions of the Contract (General, Supplementary, and any other Conditions), the Request for Proposal including all design requirements (i.e., “Bridging Documents”), Design-Builder’s proposal, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), Workers’ Compensation Certification, Drug-Free Workplace Certification, Iran Contracting Act Certification, the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Design-Builder, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The “Contract” represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Design-Builder, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Design-Builder. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner’s governing board.

1.1.3 THE WORK

The “Work” shall include all labor, materials, services and equipment necessary for the Design-Builder to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to preparation of the 100% complete DSA-approved design of the Project (the “Design”), performance of all construction work, including punch list items, and submission of documents to Owner. It shall include the initial obligation of any Design-Builder or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner’s representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be

carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Design-Builder or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.4 THE PROJECT

The "Project" is the total design and construction of the Work performed in accordance with the Contract Documents, but "Project" may also include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work. The Project shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.5 THE DRAWINGS

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

"Or" shall include "and/or."

1.1.9 COMPLETION AND COMPLETE

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, "Completion" and "Complete" mean the point in the Work where (1) Design-Builder has fully and correctly performed all Work in all parts and requirements, including design, construction, and corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-

compliant, performance shall not constitute “Completion” or “Complete” under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work.

1.2.1.2 *Coverage of the Contract Documents.* The Contract Documents generally describe the work to be performed by Design-Builder. It is not intended to mention every item of Work. All materials or labor for Work, which are required by the Contract Documents or the Design (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Design-Builder whether or not the Work is expressly covered in the Contract Documents. It is intended that the Work be of sound, quality construction, and the Design-Builder shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Design-Builder.

1.2.1.3 *Conflicts.* Without limiting Design-Builder’s obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a Contract provision not within the Division 01 specifications, the provision not within Division 01 shall control.

1.2.1.4 *Conformance With Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Design-Builder shall check and review the Contract Documents for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Design-Builder observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Design-Builder shall promptly notify Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the

applicable building codes and ordinances, the Contract Documents shall govern. Design-Builder shall comply with all applicable Federal, State and local laws.

If, as, and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Design-Builder shall not be required to assume responsibility for the completeness and accuracy of the Contract Documents, notwithstanding any other provision in the Contract Documents, except to the extent that Design-Builder discovered or should have discovered and reported any errors and omissions to the Owner, including but not limited to as the result of any review of the plans and specifications by Design-Builder required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Design-Builder.

1.2.1.5 Ambiguity. Before commencing any portion of the Work, Design-Builder shall carefully examine all Contract Documents and other information given to Design-Builder as to materials and methods of construction and other Project requirements. Design-Builder shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Contract Documents in the manner provided herein. If the Design-Builder or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Design-Builder shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Design-Builder performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Design-Builder which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Design-Builder shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Design-Builder's written direction and/or approval.

1.2.1.6 Execution. Execution of the Agreement Between Owner and Design-Builder by the Design-Builder is a representation that the Design-Builder has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 Addenda. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 Deferred Approvals. The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 INTERPRETATION

1.2.3.1 **Titles.** Organization of the Contract Documents into divisions, sections and articles shall not control the Design-Builder in dividing the Work among Subcontractors or in establishing the extent of work to be performed.

1.2.3.2 **As Shown, Etc.** Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Contract Documents unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 **Provide.** “Provide” means “provided complete in place,” that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 **General Conditions.** The General Conditions and any Supplementary or other Conditions are a part of each and every section of the Contract Documents.

1.2.3.5 **Abbreviations.** In the interest of brevity, the Contract Documents may be written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Design-Builder shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Contract Documents are mandatory. Omitted words or phrases shall be supplied by inference.

1.2.3.6 **Plural.** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 **Metric.** The Contract Documents may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.8 **Standard Specifications.** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization’s standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to Completion of any part of the Work, the Design-Builder may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 **Absence of Modifiers.** In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not

intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Contract Documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Design-Builder may retain one contract record set. Neither the Design-Builder nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Contract Documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Design-Builder's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Contract Documents prepared by the Architect, and copies thereof furnished to the Design-Builder, are for use solely with respect to this Contract. They are not to be used by the Design-Builder or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or for additions to this Contract outside the scope of the Work without the specific written consent of the Owner and the Architect. The Design-Builder, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Contract Documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Contract Documents prepared by the Architect.

ARTICLE 2

OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or Construction Manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal

description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Design-Builder.

2.2.3 SOILS

2.2.3.1 *Owner Furnished Services.* When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 *Design-Builder Reliance.* Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Design-Builder and the Design-Builder has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Design-Builder shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Design-Builder of any of its agents. Nothing herein contained shall be deemed a waiver by the Design-Builder to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Design-Builder.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 INFORMATION

Upon the request of the Design-Builder, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Design-Builder may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Design-Builder may not rely upon, and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Design-Builder's Site inspection,

knowledge of the Work, and prior experience with similar projects), unless specifically stated in writing that the Design-Builder may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 Removal, Relocation. Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Design-Builder shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Design-Builder for the costs of locating, repairing damage not due to the failure of the Design-Builder to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 Assessment. These subparagraphs shall not be construed to preclude assessment against the Design-Builder for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 Notification. If the Design-Builder, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Design-Builder shall immediately notify the Owner and the utility in writing.

2.2.6.4 Underground Utility Clearance. It shall be Design-Builder's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Design-Builder shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Design-Builder shall promptly provide a copy of all such notifications to the Owner.

2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 COPIES FURNISHED

The Design-Builder will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Design-Builders), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Contract Documents or the Design, or persistently fails to carry out Work in accordance with the Contract Documents or the Design, the Owner may order the Design-Builder to stop the Work or any portion thereof, until the Design-Builder corrects the deficiencies. Design-Builder shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Design-Builder fails or refuses to carry out the Work in accordance with the Contract Documents or the Design, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Design-Builder. Owner may exercise this right at any time during the Design-Builder's Work.

Owner shall first provide written notice to Design-Builder of Design-Builder's failure or refusal to perform. The notice will provide the time period within which Design-Builder must begin correction of the failure or refusal to perform. If the Design-Builder fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Design-Builder shall not be eligible for the award of the contract. The Design-Builder may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Design-Builder's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Design-Builder, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Design-Builder are not sufficient to cover that amount, the Design-Builder shall pay the difference to the Owner.

ARTICLE 3

THE DESIGN-BUILDER

3.1 DEFINITION

The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative. To the extent that any portion of the Work is provided with the Design-Builder’s own forces, any reference to Subcontractors shall be equally applicable to the Design-Builder.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 DESIGN-BUILDER

The Design-Builder shall supervise and direct the Work using the Design-Builder’s best skill and attention, which shall meet or exceed the standards in the industry. The Design-Builder shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

Owner shall schedule and coordinate the activities of Design-Builder with the other contractors and Owner. Design-Builder agrees to accept the Owner’s construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Design-Builder realizes that work by other contractors or Owner may occur simultaneously with Design-Builder’s Work in any given area. Design-Builder is responsible for its own sequences that may occur within a given activity or set of activities. Design-Builder shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Design-Builder shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Design-Builder shall be in accordance with Title 24 of the California Code of Regulations. Design-Builder shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 DESIGN-BUILDER RESPONSIBILITY

The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder’s employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Design-Builder or any of its Subcontractors.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHER’S ACTIONS

The Design-Builder shall not be relieved of obligations to perform the Work in accordance with

the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Design-Builder.

3.2.4 DESIGN-BUILDER RESPONSIBILITY FOR READINESS FOR WORK

The Design-Builder shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

During its Work, Design-Builder shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and the Project, and the future progress of the Work and the Project. Design-Builder shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Design-Builder shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

3.3.2 STAFF

The Design-Builder and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Design-Builder, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 DESIGN-BUILDER TO PROVIDE

Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. Owner shall not be liable for, and Design-Builder shall bear the burden of, any post-proposal escalation in the cost of materials; but Design-Builder will retain the benefit of any post-proposal material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents and the Design. The Design-Builder shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Design-Builder at no cost to the Owner.

3.4.4 DISCIPLINE

The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Design-Builder warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents and the Design, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents and the Design. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Design-

Builder's warranty does not cover damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

Design-Builder will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Design-Builder shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

3.7.2 COMPLIANCE

The Design-Builder shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

It is not the Design-Builder's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Design-Builder knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Design-Builder shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Design-Builder performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Design-Builder shall assume full responsibility for such Work, and shall bear the attributable cost of correction and delay to the Work, other contractor's work, and the Project.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Design-Builder shall include in the Contract Sum all allowances, including any general contingency allowance, stated in the Contract Documents. Items covered by specific allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities against whom the Design-Builder makes reasonable and timely objection.

3.8.2 SCOPE

3.8.2.1 **Prompt Selection.** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 **Cost.** Allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 **Cost Included in Contract Sum.** Design-Builder's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 **Contract Sum Adjustment.** Whenever Design-Builder seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

3.9 DESIGN-BUILDER'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Before the Design-Builder's commencement of Work or within two (2) weeks of DSA approval of the Design, whichever is earlier, Design-Builder shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Design-Builder shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Design-Builder shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Design-Builder Claims for additional money or time.

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Design-Builder at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Design-Builder to include a reasonable number of such days, or by Owner to require Design-Builder to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in the Contract Documents, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and Completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Design-Builder is required to provide a schedule and/or schedule updates, the Design-Builder shall provide the schedule and updates in electronic format as well as hard copy. Design-Builder shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Design-Builder's schedules shall not affect Design-Builder's responsibility for its schedules.

The Design-Builder and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Design-Builder's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Design-Builder, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Design-Builder shall use a critical path network format with the critical paths clearly indicated. Design-Builder shall use an MS Project, Primavera, or an equivalent or better program. Design-Builder shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Design-Builder shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Design-Builder shall use calendar days.

If any change in Design-Builder's method of operations will cause a change in the construction schedule, Design-Builder shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Design-Builder is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Design-Builder's actual progress falls behind the Work schedule or it is apparent to Owner that Design-Builder will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Design-Builder prepare and submit a recovery plan. Design-Builder must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Design-Builder will undertake to implement it. The recovery plan shall also list any additional money that Design-Builder believes it should receive if Owner orders Design-Builder to fully or partially implement the recovery plan. If the Owner orders Design-Builder to implement the recovery plan, Design-Builder shall do so, but the order shall not act constitute an admission by Owner that Design-Builder is entitled to additional money. To recover additional money, Design-Builder must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Design-Builder submits shall be certified as true and correct, as follows:

I, _____ [name of declarant], declare the following:

_____ [Design-Builder company name] has contracted with _____ [public entity name] for the _____ [name of project] Project. _____ [Design-Builder company name] authorized me to prepare schedules for _____ [public entity name] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ [Design-Builder company name] regarding the scheduling of this Project.

The attached schedule does not breach the Contract between _____ [Design-Builder company name] and _____ [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ [Design-Builder company name].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ [Design-Builder company name]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____ [name of declarant]

3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Design-Builder must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Design-Builder to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Design-Builder, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Design-Builder shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Design, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Design-Builder shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 *Shop Drawings.* The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Design-Builder, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance

and test data including charts; wiring and control diagrams; and all 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 their position conform to the requirements of the Contract Documents. The Design-Builder shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 **Samples.** The term "samples" as used herein are physical examples furnished by Design-Builder to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Design-Builder conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 **Design-Builder's Responsibility.** Design-Builder shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Design-Builder's "Schedule for Submission of Shop Drawings and Samples" provisions in the Contract Documents and in accordance with the Design-Builder's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Design-Builder 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 Design-Builder or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Design-Builder, and the Architect through the Design-Builder. By submitting shop drawings, product data, and samples, the Design-Builder or submitting party (if other than Design-Builder) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Design-Builder or any Subcontractor from its

responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Design-Builder shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Design-Builder will be returned unreviewed for resubmission by the Design-Builder.

3.11.1.4 **Extent of Review.** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Design-Builder, 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 Design-Builder has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Design-Builder or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Design-Builder and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 DRAWING SUBMISSION PROCEDURE

3.11.2.1 **Transmittal Letter and Other Requirements.** All shop drawings must be properly identified with the name of the Contract and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Design-Builder. Each drawing shall have a clear space for the stamps of Architect and Design-Builder. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 **Copies Required.** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Design-Builder, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 **Corrections.** The Design-Builder shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of

shop drawings or new samples until approved. Design-Builder shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Design-Builder pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Design-Builder to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with identification of each item. Each tag or sticker shall have clear space for the review stamps of Design-Builder and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Design-Builder with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Design-Builder will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Design-Builder. In the event of a specification that allows Design-Builder to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Design-Builder has furnished. The

Design-Builder will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Design-Builder's Work and prior to Application for Final Progress Payment, the Design-Builder will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 **Equipment Manuals.** Design-Builder shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Design-Builder shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Design-Builder's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Design-Builder, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 **Owner's Property.** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 SUBSTITUTIONS

3.11.4.1 **One Product Specified.** Unless the Contract Documents state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Design-Builder may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 **Two or More Products Specified.** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Design-Builder. Design-Builder shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Design-Builder will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Requests for Proposals will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Design-Builder. The Design-Builder shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Design-Builder within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Design-Builder's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Design-Builder and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Contract Documents. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Design-Builder shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Design-Builder shall not damage or endanger a portion of the Work or fully or partially Completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Design-Builder shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Design-Builder's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Design-Builder.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 DESIGN-BUILDER'S RESPONSIBILITY

The Design-Builder shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Design-Builder shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Design-Builder fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Design-Builder and the cost thereof shall be invoiced to the Design-Builder and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Design-Builder must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Design-Builder and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Design-Builder or Subcontractor. If the Design-Builder does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Design-Builder shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Design-Builder shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Design-Builder has reason to believe the required design, process, or product is an infringement of a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

3.15.2 REVIEW

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Design-Builder in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 SCOPE: DESIGN-BUILDER

To the fullest extent permitted by law, the Design-BUILDER shall defend, indemnify, and hold harmless the Owner, the Construction Manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Design-BUILDER's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Design-BUILDER's or its Subcontractors' use of the Site; the Design-BUILDER's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Design-BUILDER or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Design-BUILDER, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Design-BUILDER shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-BUILDER.

3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 **Indemnity.** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but

only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 *Joint and Several Liability.* In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 NO LIMITATION

The Design-Builder's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Design-Builder or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Design-Builder to fulfill its obligations under the Contract. Design-Builder shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Design-Builder believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Design-Builder from performing the Work as required by the Contract Documents and Design-Builder intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Design-Builder's nonperformance or to support, among other things, Design-Builder's requests for time extensions under Section 4.5, below,

Design-Builder shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Design-Builder fails to timely submit the written notice, Design-Builder shall have waived any right to later rely on the acts or omissions as a defense to Design-Builder's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Design-Builder acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER

Notwithstanding any other provisions of the Contract Documents, Design-Builder expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Design-Builder may only recover general (also known as direct) damages from Owner to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Design-Builder to preserve its rights to recover any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Design-Builder's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Design-Builder's rights to recovery any such costs or damages.

3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Design-Builder must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Design-Builder agrees to comply with all such federal requirements, including but not limited to the following:

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Design-Builder agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. **DAVIS-BACON ACT.** If the Contract Price exceeds \$2,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Design-Builder is required to pay

wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Design-Builder is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Design-Builder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT.** For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. **CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL.** If the Contract Price exceeds \$150,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. **DEBARMENT AND SUSPENSION.** Design-Builder represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part

1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. **BYRD ANTI-LOBBYING AMENDMENT.** If the Contract Price exceeds \$100,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Design-Builder shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. **PROCUREMENT OF RECOVERED MATERIALS.** Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. **DOMESTIC PREFERENCES FOR PROCUREMENT.** Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Design-Builder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Design-Builder to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. **SAFETY AND HEALTH STANDARDS.** As required by 34 CFR 75.609, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. **ENERGY CONSERVATION.** As required by 34 CFR 75.616, Design-Builder agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Design-Builder shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative for the project who, among other things, prepared the bridging documents, and shall also refer to all consultants under the Architect’s direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several Owner’s representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the Contract Documents.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Design-Builder.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Design-Builder shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Design-Builder.

4.2.5 PAYMENT APPLICATIONS

The Design-Builder shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Design-Builder, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 CHANGE ORDERS

The Architect may prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and

forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Design-Builder. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Design-Builder or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Design-Builder's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Design-Builder and withheld from payment and/or retention.

4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Design-Builder. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 *Architect's Interpretations and Decisions.* Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Design-Builder and will not show partiality to either. The Work shall be executed in conformity with, and the Design-Builder shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more Project inspectors (“Inspector of Record”) employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record’s duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD’S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Design-Builder shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Design-Builder from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Design-Builder’s responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record’s approval of the Work and methods relieve the Design-Builder of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD’S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Design-Builder shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Design-Builder from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD’S FACILITIES

Within seven (7) days after notice to proceed, the Design-Builder shall provide the Inspector of Record with temporary facilities.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Design-Builder, the Design-Builder shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to

liquidated damages; *except that* to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Design-Builder for them. If payments then or thereafter due to the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Design-Builder.
- B. Services made necessary due to the defects or deficiencies in the Work of the Design-Builder.
- C. Services required by failure of the Design-Builder to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Design-Builder, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing Claims submitted by the Design-Builder in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Design-Builder to prosecute the Work in a timely manner in compliance within the specified time for Completion.
- G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 **NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS**

If the Design-Builder identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Design-Builder requests additional money or time on any grounds (including but not limited to an alleged breach of an implied warranty of the correctness of the plans and specifications [*Souza & McCue Construction Co. v. Superior Court* (1962) 57 Cal.2d 508]), or if the Design-Builder believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Design-Builder shall follow the procedures in this Section 4.5 and Article 7, otherwise Design-Builder shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Design-Builder specifically acknowledges the Owner's and public's interest in, and need to know of,

potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Design-Builder's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Design-Builder of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Design-Builder shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Design-Builder shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Design-Builder becoming aware of the issue creating a potential change, or (ii) the date by which Design-Builder should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Design-Builder must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Design-Builder shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Design-Builder shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Design-Builder intends to rely on Owner's acts or omissions in support of a request for a time extension, then Design-Builder must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Design-Builder of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Design-Builder acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Design-Builder continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Design-Builder, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Design-Builder shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Design-Builder becoming aware of the issue creating a potential change, or (ii) the date by which Design-Builder should have become aware of the issue creating a potential change. A rejection at any time or a

lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall constitute a complete waiver by Design-Builder of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Design-Builder shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Design-Builder will have completely waived its rights to recover such additional money or time (Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Design-Builder may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Design-Builder must still timely submit the COR with all available information and documentation supporting the COR as described above, and Design-Builder shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Design-Builder estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Design-Builder shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Design-Builder shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Design-Builder will have completely waived its rights to any money or time for that issue. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the

initial COR.”

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Design-Builder shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Design-Builder fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 DEFINITION OF CLAIM

A “Claim” is a separate demand by the Design-Builder sent by registered mail or certified mail for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents, (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications), or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Design-Builder may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Design-Builder to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Design-Builder may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR’s and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain “claims” for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. (“Government Code Claim” means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Design-Builder shall submit a Claim to the Owner’s construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner’s rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Design-Builder shall submit the Claim within fifteen (15) days after the date on which Design-Builder knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Design-Builder Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Design-Builder shall submit to Owner, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract’s requirements for Claims. The submission of an Application for Payment for the Final Progress Payment shall constitute a complete waiver of all Claims against Owner under or arising out of this Contract, except those identified in the above summary, as Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Design-Builder’s rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner’s right to reject the Claim on that basis at a later time. In no event may the Design-Builder reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Design-Builder, and the Design-Builder shall furnish reasonable documentation to support each Claim.

In addition, the Design-Builder shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [name of declarant], declare the following:

_____ [Design-Builder company name] has contracted with _____ [public entity name] for the _____ [name of Contract] Contract. _____ [Design-Builder company name] authorized me to prepare the attached Claim for money and/or time extension for _____ [public entity name] regarding this Contract (dated _____, 20__, entitled _____, and requesting \$_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [Design-Builder company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ [Design-Builder company name].

The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [public entity name] is responsible under its Contract with _____ [Design-Builder company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Design-Builder company name]) when necessary to ensure that the statements were true and correct.

Design-Builder understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Design-Builder properly and timely files the Claim with the certification, Design-Builder cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2____, at _____, California.

_____ [name of declarant]

Design-Builder's failure to timely submit a certification will constitute a complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 Claims for Additional Money

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Design-Builder could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Design-Builder be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 Claims for Additional Time

4.5.5.3.1 Notice of Extent of Claim

If the Design-Builder wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's

impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Design-Builder could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Design-Builder's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or litigation for the requested money or time, regardless of the merits; Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Design-Builder be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

4.5.5.3.2 Unusual and Uncommon Weather Claims

If unusual and uncommon weather is the basis for a Claim for additional time, Design-Builder's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

4.5.5.4 Subcontractor Requests for Money or Time

A Subcontractor or supplier to Design-Builder may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Design-Builder a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Design-Builder, Design-Builder may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Design-Builder, Design-Builder must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Design-Builder must include Design-Builder's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Design-Builder must include (a) Design-Builder's detailed analysis of the merit of Subcontractor's or supplier's request to the Design-Builder, including (i) analysis of Design-Builder's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Design-Builder's defenses to the request for money or time by the Subcontractor or supplier; and (b)

Design-Builder's detailed analysis of the Owner's liability to Design-Builder for any money or time that Design-Builder owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Design-Builder to breach the subcontract or supplier contract). In any such COR or Claim, Design-Builder may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Design-Builder from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall act as a complete waiver of Design-Builder's rights to (a) recover money or time from Owner based on any money or time that Design-Builder owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Design-Builder owes, or may later be determined to owe, to the Subcontractor or supplier. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of \$375,000 or less are also subject to Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

4.5.6.1 *Claims*

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Design-Builder. Owner shall review any additional documentation Design-Builder supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Design-Builder. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 *Meet and Confer*

If the Design-Builder disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Design-Builder may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner'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 written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Design-Builder, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Design-Builder fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Design-Builder will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Design-Builder identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Design-Builder shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Design-Builder sharing the costs equally. The Owner and Design-Builder shall mutually agree to a mediator within ten (10) business days after the Design-Builder has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Design-Builder fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Design-Builder will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim

within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Design-Builder wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Design-Builder shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Design-Builder submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 **CONTINUING CONTRACT PERFORMANCE**

Despite Design-Builder's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Design-Builder shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Design-Builder acknowledges that Completion of the Work is a high priority for both Owner and Design-Builder as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Design-Builder believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Design-Builder must submit notice as required by Section 3.18, above.

4.5.8 **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

4.5.8.1 *Trenches or Excavations Less Than Four Feet Below the Surface*

If Design-Builder encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily

found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Design-Builder shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Design-Builder believes that such conditions differ materially and will cause an increase in the Design-Builder's cost of, time required for, or performance of any part of the Work, Design-Builder must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 *Trenches or Excavations Greater Than Four Feet Below the Surface*

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Design-Builder shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(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.

4.5.8.2.2 The public entity 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 Design-Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Design-Builder shall not be excused from any deadline for Completion provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Design-Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Design-Builder shall follow Section 4.5.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Design-Builder to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Design-Builder is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Design-Builder whose

bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Design-Builder's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Design-Builder or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Design-Builder whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Design-Builder;
- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the Design-Builder set forth in Public Contract Code section 4108.
- E. When the Design-Builder demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 **No Change in Contract.** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for the Completion of the Work.

5.2.2.2 **Substitution Due to Clerical Error.** The Design-Builder, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Design-Builder prior to bid opening. Any listed Subcontractor who has been notified by the Design-Builder in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Design-Builder written objection to the Design-Builder's claim of inadvertent clerical error.

In all other cases, the Design-Builder must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Design-Builder and to the listed Subcontractor of a hearing by the awarding authority on the Design-Builder's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Design-Builder shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Design-Builder by terms of the Contract Documents, and to assume toward the Design-Builder all obligations and responsibilities, which the Design-Builder, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Design-Builder that the Design-Builder, by

the Contract Documents, has against the Owner. Where appropriate, the Design-Builder shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Design-Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Design-Builder shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Design-Builder to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Design-Builder by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Design-Builder any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Design-Builder concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Design-Builder shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Design-Builder, the Owner and Architect, or other Subcontractors as Design-Builder elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Design-Builder over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Design-Builder, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Design-Builder in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Design-Builder with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Design-Builder in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Design-Builder. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Design-Builder or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Design-Builder's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Design-Builder under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Design-Builder, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Design-Builder may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Design-Builder's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Design-Builder shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Design-Builder for any losses suffered as a result of the delay.

5.5.11 APPLICATION FOR PAYMENT

Design-Builder agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Design-Builder for

coordination among the Owner, the Owner's consultants, Architect, Design-Builder, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Design-Builder and shall, upon the request of the Design-Builder, provide the Design-Builder with such information and reports as the Design-Builder may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE DESIGN-BUILDERS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform Project work related to the Contract with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Design-Builder. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS DESIGN-BUILDER

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Design-Builder" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Design-Builder Agreement.

6.1.3 DESIGN-BUILDER DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Design-Builder, Design-Builder shall cooperate with Owner. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Design-Builder under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY DESIGN-BUILDER

If part of the Design-Builder's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Design-Builder to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Design-Builder cause damage to the work/Work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Design-Builder shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, below, and the Design-Builder shall be

liable to Owner for any damages suffered by Owner, including liquidated damages for delay. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's work or damage to another contractor's property, and Owner's damages, caused by Design-Builder.

6.2.4 CORRECTION OF DAMAGE

The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Design-Builder, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Design-Builder to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Design-Builder with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Design-Builder; but such "extra work" shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Design-Builder at the time of proposing, or (b) for which Design-Builder is responsible under the Contract Documents. Design-Builder shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Design-Builder shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Design-Builder shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Design-Builder shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner 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 same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. Owner shall not be liable for, and Design-Builder shall bear the burden of, any post-proposal escalation in the costs of construction, whether foreseeable or not; but Design-Builder will retain the benefit of any post-proposal cost decreases, whether foreseeable or not, and retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. 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.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Design-Builder. The Design-Builder shall carry out such written orders promptly.

7.2 CHANGE ORDERS (“CO”)

A CO is a written instrument signed by the Owner and the Design-Builder, stamped (or sealed) and signed by Architect, and approved by the Owner’s Governing Board and DSA, stating the agreement of Owner and Design-Builder upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Design-Builder constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Design-Builder waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

7.3 CONSTRUCTION CHANGE DIRECTIVES (“CCD”)

7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Contract Sum, Contract Time, or Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Design-Builder disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Design-Builder believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 DEFINITION

An RFI is a written request prepared by the Design-Builder asking the Owner to provide additional information necessary to clarify an item which the Design-Builder feels is not clearly shown or called for in the Contract Documents, or to address problems which have arisen under field conditions.

7.4.2 SCOPE

The RFI shall reference all portions of the applicable Contract Documents. The Design-Builder shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Design-Builder shall submit RFI’s directly to the Architect, with copies forwarded to the Owner. Design-Builder shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Design-Builder’s requested order of priorities. The Owner and Design-Builder agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect’s receipt of an RFI, unless the Owner and Design-Builder agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect’s professional judgment to permit adequate review and evaluation of the RFI. If Design-Builder informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI’s submitted

concurrently and the reprioritization of pending RFI's submitted by the Design-Builder, among other things. If Design-Builder believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Design-Builder shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Design-Builder shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

7.4.4 COSTS INCURRED

The Design-Builder shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is Owner's written request asking the Design-Builder to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Design-Builder to provide the cost breakdowns required by section 7.7. The Design-Builder shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 DEFINITION

A COR is any written request prepared by the Design-Builder asking the Owner for additional money or time, including a "proposed change order" or "PCO." However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Design-Builder's entitlement to additional money or time.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

7.6.3 CHANGES IN TIME

Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. 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 Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 PRICE OF CHANGE ORDERS

7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices stated in the Design-Builder's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Design-Builder;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Design-Builder.**

- a) General: At the close of each working day, the Design-Builder shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of

the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Design-Builder. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Design-Builder.

- b) Labor: Show names of workers, classifications, and hours worked.
- c) Materials: Describe and list quantities of materials used.
- d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.
- e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. Basis for Establishing Costs.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Design-Builder establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Design-Builder if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Design-Builder elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Design-Builder or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 **FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Design-Builder to communicate proposed additions and deductions to the Contract.

EXTRA

CREDIT

A.	Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B.	Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C.	Equipment (attach any invoices)	_____	_____
D.	Subtotal	_____	_____
E.	If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F.	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G.	Subtotal	_____	_____
H.	General Design-Builder's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____
I.	Subtotal	_____	_____
J.	Bond not to exceed one percent (1%) of Item I.	_____	_____
K.	TOTAL	_____	_____

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Design-Builder may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Design-Builder's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not

limited to delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 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 Design-Builder, and the Design-Builder 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 Design-Builder's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Design-Builder shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Design-Builder is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Design-Builder shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Design-Builder to the same extent required of the Design-Builder.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Design-Builder's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Design-Builder shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Design-Builder or of persons or entities for whom the Design-Builder is responsible.

8.1.3 DAYS

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Design-Builders and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours 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 Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 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 the Design-Builder or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Design-Builders in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Design-Builder or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Design-Builder, 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 calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Design-Builder is not less than one and one-half (1-1/2) times the basic rate of pay for all hours

worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Design-Builder's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Design-Builder to do work outside regular working hours for the Design-Builder's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Design-Builder by the Owner and withheld from progress payments and/or retention. Design-Builder shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Design-Builder elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Design-Builder by the Owner and withheld from progress payments and/or retention.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Design-Builder and shall prosecute their Work in accordance with the progress of the Work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Design-Builder shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Design-Builder. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 **EXPEDITIOUS COMPLETION**

The Design-Builder shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, shall achieve all milestone deadlines, and shall achieve Completion within the Contract Time.

8.4 **EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

Design-Builder waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

8.4.1 **CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)**

The Design-Builder shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

- (a) The delay was beyond the control of Design-Builder and its subcontractors and material suppliers;
- (b) The delay was caused by events that were not reasonably foreseeable to Design-Builder at the time of its proposal;
- (c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;
- (d) The delay was not caused by Design-Builder or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Design-Builder.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Design-Builder has the burden of proving that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays for which Design-Builder is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Design-Builder shall not be entitled to monetary compensation when (a) Design-Builder could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Design-Builder has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

8.4.3 NOTICE BY DESIGN-BUILDER REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Design-Builder for additional time or money related to delay, Design-Builder shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Design-Builder may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents, or delaying another contractor's work on the Project, shall subject the Design-Builder to liquidated damages as described in Article III of the Agreement. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract. The actual occurrence of damages and the actual amount of the

damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if another contractor on the Project were to fail to timely Complete its work, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Work or other contractors' work on the Project, disruption of activities, costs of administration, supervision, the incalculable inconvenience and loss suffered by the public, and Owner's inability to recover its delay damages from other contractors whose work was delayed by Design-Builder.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work, or other contractors' work, is delayed beyond the Contract Time as adjusted by Change Orders.

If the Design-Builder fails to complete the Work within the Contract Time as adjusted by Change Orders, or another contractor cannot timely Complete its work due to Design-Builder, and liquidated damages therefore accrue, the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Design-Builder. In addition, if it is reasonably apparent to the Owner before expiration of the Contract Time (as adjusted by Change Orders) that the Design-Builder cannot or will not complete the Work within the Contract Time, or that another contractor cannot timely Complete its work due to Design-Builder, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Design-Builder incurred under this Article, the Design-Builder and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction

Change Directives, and is the total amount payable by the Owner to the Design-Builder for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Design-Builder shall furnish the following:

- A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for each Project or Site. Each item in the schedule of values shall include its proper share of the overhead and profit.
- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Design-Builder showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;
- C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number and classification, and public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

9.2.2 OWNER ACCEPTANCE REQUIRED

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Design-Builder shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following:

- A. The amount paid to the date of the Application to the Design-Builder, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Design-Builder 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;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;
- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of Completion of the Design-Builder's Work by line item;
- I. A statement showing all payments made by the Design-Builder for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Design-Builder does not intend to pay to subcontractors or others because of a dispute or other reason;
- J. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138; and

- K. Design-Builder's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Design-Builder has not previously submitted.

9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the Design-Builder is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Design-Builder, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Design-Builder and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

9.3.3 WARRANTY OF TITLE

The Design-Builder warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Design-Builder, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 OWNER ACCEPTANCE

The Owner will, within seven (7) days after receipt of the Design-Builder's Application for Payment, either accept such payment or notify the Design-Builder in writing of the Owner's reasons for withholding acceptance in whole or in part.

9.4.2 OWNER'S REVIEW

The review of the Design-Builder's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an

evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Design-Builder is entitled to payment in the amount certified, subject to any withholdings under Section 9.5.1 or any specific qualifications Owner expresses in the Certificate for Payment. However, Design-Builder's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Design-Builder's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Design-Builder at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld

stop payment notice funds to the Design-Builder, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

- C. Liquidated damages against the Design-Builder, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or by the Completion deadline;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Design-Builder;
- G. Failure to store and properly secure materials;
- H. Failure of the Design-Builder to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Design-Builder to maintain record drawings;
- J. Erroneous estimates by the Design-Builder of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Design-Builder to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Design-Builder to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Design-Builder's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Design-Builder on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Design-Builder

will not perform, including credits for any unspent allowance;

- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Design-Builder;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Design-Builder, including defense costs and attorneys' fees incurred due to Design-Builder's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Design-Builder. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Design-Builder written notice of the items for which Owner is withholding amounts from a progress payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a progress payment or based on a late progress payment, or if Design-Builder otherwise disputes any progress payment or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed progress payment Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Design-Builder shall pay Owner the difference.

Despite any withholding from a progress payment, or any other dispute about a progress payment, Design-Builder shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

9.5.2 PAYMENT AFTER CURE

When Design-Builder removes or cures the grounds for withholding amounts, 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 Design-Builder to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Design-Builder, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Design-Builder or to otherwise pursue recovery of those amounts from Design-Builder.

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO DESIGN-BUILDER

Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Design-Builder shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall withhold the other five percent (5%) of the undisputed value of the Work as retainage (or "retention"). The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Design-Builder, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Design-Builder shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Design-Builder shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Design-Builder 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 Owner concerning the Work, or any portion thereof, remains uncomplished with. Payment shall not be a waiver of any such direction.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Design-Builder shall pay to each Subcontractor, out of the amount paid to the Design-Builder on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of such Subcontractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Design-Builder, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner 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.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Design-Builder 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. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

When the Design-Builder considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Design-Builder a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Design-Builder, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Section 9.3 and 9.9). The Design-Builder and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Design-Builder to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Design-Builder believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Design-Builder of any items that are not Complete or correct. Design-Builder shall promptly Complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Design-Builder's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6).

Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq.*

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Design-Builder to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Design-Builder and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any Completed, or partially Completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Design-Builder of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Design-Builder shall agree in writing to the responsibilities assigned to each of them 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. When the Design-Builder considers a portion complete, the Design-Builder may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Design-Builder 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.

9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Design-Builder, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3(d), Owner shall withhold final payment.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in Section 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be Complete, and the Design-Builder shall have made, or caused to have been made, all corrections to the Work which 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 Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Design-Builder all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Design-Builder delivered them to the Owner.
- C. The Design-Builder shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Design-Builder's Work "as built," with the Design-Builder's certification of the accuracy of the Record

Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.

- D. Design-Builder shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

9.9.3 **RELEASE OF RETAINAGE**

Owner shall withhold not less than 5% of the Contract Sum (“retainage,” or “retention”) until Completion and acceptance of the Project, per Public Contract Code section 9203.

Owner may withhold from release or payment of retainage (or “retention”) up to 150% of disputed amounts, including but not limited to the issues listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Design-Builder, Owner may withdraw the withheld retainage from the escrow account.

Owner shall release the undisputed retainage within sixty (60) days after Completion of the Project. For this purpose, “Completion” is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Design-Builder under Public Contract Code section 22300.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from retention or based on a late payment or late release of retention, or if Design-Builder otherwise disputes any payment or release of retention or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed payment/release of retention Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

9.10 **SUBSTITUTION OF SECURITIES**

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Design-Builder, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Design-Builder. Upon completion of the Contract, the securities shall be returned to the Design-Builder if Owner has no

basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design-Builder and the Owner.

The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Design-Builder pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 DESIGN-BUILDER RESPONSIBILITY

The Design-Builder shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Design-Builder shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Design-Builder will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Design-Builder for the Project, which will cover all Work performed by the Design-Builder and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Design-Builder, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Design-Builder all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Design-Builder shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Design-Builder will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE DESIGN-BUILDER

The Design-Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Design-Builder or the Design-Builder's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 DESIGN-BUILDER NOTICES

The Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods

are necessary for execution of the Work, the Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Design-Builder shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 FINGERPRINTING

At its own expense, Design-Builder shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Design-Builder Student Contact Form which is a part of the Contract. Design-Builder shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Design-Builder's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Design-Builder and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work, or 30 days after Completion of the Work. The Design-Builder and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Design-Builder shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Design-Builder shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Contract Sum, per Public Contract Code §7105(a).

10.3.2 PROTECTION FOR ELEMENTS

The Design-Builder will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Design-Builder shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 SHORING AND STRUCTURAL LOADING

The Design-Builder shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Design-Builder. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Design-Builder shall take special precautions, such as shoring of masonry

walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Design-Builder at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Design-Builder and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Design-Builder's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

The Design-Builder and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Design-Builder and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Design-Builder evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Design-Builder shall take any action necessary, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Design-Builder on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Design-Builder shall promptly report in writing to the Owner all accidents arising out of or

in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Design-Builder encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Design-Builder shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Design-Builder, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Design-Builder, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Design-Builder.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Design-Builder shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY DESIGN-BUILDER

In the event the presence of hazardous materials on the Site is not caused by the Design-Builder, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Design-Builder for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Design-Builder and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Design-Builder's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not

waive any immunities.

10.5.4 NATURALLY OCCURRING ASBESTOS

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released “NOA”), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

10.5.5 INDEMNIFICATION BY DESIGN-BUILDER FOR HAZARDOUS MATERIAL CAUSED BY DESIGN-BUILDER

In the event the presence of hazardous materials on the Site is caused by Design-Builder, Subcontractors, materialmen or suppliers, the Design-Builder shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Design-Builder shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner’s active negligence, sole negligence or willful misconduct.

10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.7 ARCHEOLOGICAL MATERIALS

In the event the Design-Builder encounters or reasonably suspects the presence on the Site of archeological materials, the Design-Builder shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Design-Builder's receipt of written notice from the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. DESIGN-BUILDER'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Design-Builder from claims set forth below, which may arise out of or result from the Design-Builder's operations under the Contract and for which the Design-Builder may be legally liable, whether such operations are by the Design-Builder, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Design-Builder's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

- 11.1.1.5 claims involving blanket contractual liability applicable to the Design-Builder's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Design-Builder and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Design-Builders' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Design-Builder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS

The Design-Builder shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Design-Builder shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Design-Builder shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Design-Builder, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising

out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Design-Builder shall provide workers' compensation insurance for all of the Design-Builder's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Design-Builder's work is sublet, the Design-Builder shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Design-Builder's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Design-Builder shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Design-Builder shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the Design-Builder fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Design-Builder being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Design-Builder, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Design-Builder is only required to provide insurance for damages caused by a tidal wave up to 5% of the Contract Sum [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Design-Builder is only required to provide insurance for damages caused by an earthquake above 3.5 magnitude on the Richter Scale up to 5% of the Contract Sum [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other

person or entity with an insurable interest in the Work as an additional named insured.

The Design-Builder shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Design-Builder and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Design-Builder.

11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Design-Builder for insurance coverage for a tidal wave, Design-Builder shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 EARTHQUAKE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Design-Builder for insurance coverage for an earthquake over 3.5 on the Richter Scale, Design-Builder shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 FIRE INSURANCE

Before the commencement of the Work, the Design-Builder shall procure, maintain, and cause to be maintained at the Design-Builder's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the

Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 OTHER INSURANCE

The Design-Builder shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 PROOF OF CARRIAGE OF INSURANCE

The Design-Builder shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Design-Builder and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 COMPLIANCE

In the event of the failure of any Design-Builder to furnish and maintain any insurance required by this Article, the Design-Builder shall be in default under the Contract. Compliance by Design-Builder with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Design-Builder from liability assumed under any provision of the Contract Documents,

including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Design-Builder shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Design-Builder shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Builder will release the surety. If the Design-Builder fails to furnish the required bond, the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Design-Builder and to require Design-Builder to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Design-Builder must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Design-Builder's expense without change in the Contract Sum or Time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Design-Builder. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Design-Builder shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Design-Builder.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Design-Builder shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Design-Builder shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Design-Builder shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Design-Builder or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF DESIGN-BUILDER FAILS TO CORRECT

If the Design-Builder fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Design-Builder's expense. If the Design-Builder does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Design-Builder, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Design-Builder should have borne, the Design-Builder shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether Completed or partially Completed, caused by the

Design-Builder's correction or removal of the nonconforming work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Design-Builder shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Design-Builder shall correct the Work promptly, and passage of the applicable warranty period shall not release Design-Builder from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Design-Builder's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Design-Builder to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations under the Contract Documents.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Design-Builder has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Design-Builder that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Design-Builder respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Design-Builder's cost, timely notify Design-Builder of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Design-Builder. However, if Design-Builder requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Design-Builder shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Design-Builder or withhold such costs or expenses from progress payments and/or retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Design-Builder shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Design-Builder shall notify the Inspector of Record 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 Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Design-Builder from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5

reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Design-Builder shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Design-Builder, and, among other remedies, can be withheld from progress payments and/or retention.

13.5.7 COSTS FOR PREMATURE TEST

In the event the Design-Builder requests any test or inspection for the Project and is not completely ready for the inspection, the Design-Builder shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Design-Builder shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 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 Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

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

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Design-Builder shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained 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 for this Project from the Director of Industrial Relations (“Director”). These rates are on file with the Clerk of the Owner’s governing board, and copies will be made available to any interested party on request. The Design-Builder shall post a copy of such wage rates at the Site.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Design-Builder shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Design-Builder or any Subcontractor and such workers.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Design-Builder and any subcontractor under the Design-Builder shall as a penalty to the Owner, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Design-Builder or by

any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the Design-Builder or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the Design-Builder or subcontractor; and (2) whether the Design-Builder or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Design-Builder or subcontractor. Labor Code section 1777.1 shall also apply.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Design-Builder shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID: INSPECTION

13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Design-Builder and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Design-Builder, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Design-Builder.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Design-Builder or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social

security number. The name and address of the Design-Builder awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The Design-Builder shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The Design-Builder or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Design-Builder or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. Design-Builder is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Design-Builder to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he

or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training. Contractor shall pay apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

13.10.2 APPRENTICE LABOR POOL

When the Design-Builder to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Design-Builder and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Design-Builder or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Design-Builder or Subcontractor, shall arrange for the dispatch of apprentices to the Design-Builder or Subcontractor in order to comply with this section. Every Design-Builder and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Design-Builders or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Design-Builder shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Design-Builder shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where

an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Design-Builder or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Design-Builder that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Design-Builder from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 *Apprenticeable Craft or Trade.* “Apprenticeable craft or trade” as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Design-Builder from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 RATIO EXEMPTION

When exemptions are granted to an organization which represents Design-Builders in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Design-Builders will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 APPRENTICE FUND

A Design-Builder to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Design-Builder or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 PRIME DESIGN-BUILDER COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Design-Builder.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code section 1777.1, in the event a Design-Builder or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

- (a) If a Contractor or Subcontractor willfully fails to comply, the Labor

Commissioner may deny to the Design-Builder or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A Design-Builder or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the Design-Builder or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Design-Builder or Subcontractor offers and agrees to assign to the Owner 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. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Design-Builder, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the

recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Design-Builder, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Design-Builder shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit of all of Design-Builder's books, records, subcontracts, material and equipment contracts, files, and information related to the project, and Design-Builder must cooperate by producing all requested items within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Design-Builder shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Design-Builder, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Design-Builder may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE DESIGN-BUILDER FOR CAUSE

Design-Builder may not terminate performance for convenience. Design-Builder may only terminate performance for cause if the Work is stopped by others for a period of one hundred

eighty (180) consecutive days through no act or fault of the Design-Builder, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Design-Builder is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Design-Builder may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Design-Builder may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate performance of the Contract if the Design-Builder:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Design-Builder of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Design-Builder fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may

terminate performance of the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Design-Builder's surety on the performance bond ("Surety"):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Design-Builder. If such costs exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. This payment obligation shall survive Completion of the Contract.

14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Design-Builder otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 *Adjustments.* An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Design-Builder is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 *Adjustments for Fixed Cost.* Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 **NOT A WAIVER**

Any suspension or termination by Owner of performance by Design-Builder for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Design-Builder or others for damages based on breach of contract, negligence or other grounds.

14.5 **MUTUAL TERMINATION FOR CONVENIENCE**

The Design-Builder and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Design-Builder shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 **EARLY TERMINATION**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.