

EL MONTE UNION HIGH SCHOOL DISTRICT



BIDDING DOCUMENTS FOR THE EL MONTE UNION HIGH SCHOOL DISTRICT FOR

Bid No. 2023-24(B6) ARROYO HIGH SCHOOL MODERNIATION PACKAGE 1 PROJECT

LOCATED AT
ARROYO HIGH SCHOOL
4921 CEDAR AVE., EL MONTE, CA 91732

DSA Application No. 03-123169

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1 st Publication Date:	October 27, 2023
2 nd Publication Date:	November 1, 2023
Pre-Bid Site Walk:	November 7, 2023 at 10:00 a.m.
Pre-Qualification Due:	November 16, 2023
Pre-Bid RFI Deadline:	November 9, 2023 at 10:00 a.m.
Last Day to Post Addenda:	November 20, 2023 at 2:00 p.m.
Bid Due Date:	November 27, 2023 at 2:00 p.m.
Award of Contract:	December 6, 2023
Contract Time:	292 Calendar Days

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NOTICE INVITING BIDS

EL MONTE HIGH SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the El Monte Union High School District, acting by and through its Governing Board, hereinafter referred to as “District”, will receive prior to **2:00 p.m. on November 27, 2023**, sealed bids for the award of a Contract for the following:

BID NO. 2023-24(B6) ARROYO HIGH SCHOOL MODERNIATION PACKAGE 1 PROJECT

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the **Office of the Purchasing Department at 1003 Durfee Avenue, South El Monte, California 91733** and shall be opened and publicly read aloud at the above state time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is 292 days.

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Prequalification of Bidders

As a condition of submitting a bid for this Project, and in accordance with California Public Contract Code section 20111.6, prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. These documents will be the basis for determining which bidders are qualified to bid on this Project.

Bids will not be accepted if a Contractor has not been prequalified where prequalification is required. Prequalification documents are available from the El Monte Union High School District website at <https://www.emuhsd.org/Page/3891> and on the Quality Bidders Website at https://www.qualitybidders.com/users/sign_up. Registration is free. Prequalification documents must be submitted by **November 16, 2023**. Contractors will be notified by telephone, fax or by mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the bid opening date.

All General Contractors that hold an A or B license and all subcontractors that hold mechanical, electrical or plumbing (“MEP”) subcontractors (contractors that **hold** C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), such MEP subcontractors must also be prequalified. A list of prequalified MEP subcontractors will be made available by the District to all bidders at least five business days prior to the bid opening date. It is the responsibility of the bidder to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified before submitting a bid. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

The bid documents are available at www.emuhsd.org/bids.

There will be a **MANDATORY** Pre-Bid Conference on **Tuesday, November 7, 2023, at 10:00 a.m.**, at Arroyo High School located at 4921 Cedar Ave., El Monte, CA 91732. Meet at the flagpole.

Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active **Class A or B License** at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 et seq.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract

is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

All payroll records as detailed in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently if required by the District or the Labor Commissioner). The Contractor and all Subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in this Bid Package.

Architect/Engineer Project Cost Estimate: \$5,000,000

EL MONTE UNION HIGH SCHOOL DISTRICT

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INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid Form.** Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. **Bid Security.** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. **Signature.** The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all other documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is one (1). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction

and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Margarita Sanchez, Director of Purchasing
Margarita.sanchez@emuhsd.org

CC: Norma Macias, Director of FMOT, norma.macias@emuhsd.org
Virginia Marquardt, HMC Architects, Virginia.Marquardt@hmcarchitects.com

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within seven (7) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Purchasing at margarita.sanchez@emuhsd.org, not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Chief Business Official, Wael Elatar, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

El Monte Union High School District
Business Services Department
3537 Johnson Ave.
El Monte, CA 91731

c. Appeal Review: Chief Business Official or their designee shall review the decision on the bid protest from the Director of Purchasing and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.” The form of such certificate is included as a part of the Bid Documents.

17. Contractor’s License. To perform the work required by this notice, the Contractor must possess the Contractor’s License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

19. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District’s Substitution Request Form (“Request Form”) and submit the completed Request Form with the bidder’s bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder’s request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder’s bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder’s requested substitution for a Specified Item, bidder shall

execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within seven (7) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

25. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance

with Labor Code section 1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently if required by the District or the Labor Commissioner). The Contractor and all Subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format and manner prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

El Monte Union High School District
www.emuhsd.org/bids

There is no fee to obtain these documents.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,

d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Designation of Subcontractors
- ☐ Bid Form
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity
- ☐ DVBE Participation Statement
- ☐ Contractor's Certificate Regarding Drug-Free Work Place
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

PROJECT NAME:	Arroyo High School Modernization Package 1 Project		
PROJECT NUMBER:	Bid No. 2023-24(B6)		
TO:	Margarita Sanchez , Director of Purchasing; Norma Macias , Director of FMOT; Virginia Marquardt , HMC Architects	EMAIL:	Margarita.sanchez@emuhsd.org , norma.macias@emuhsd.org , Virginia.Marquardt@hmcarchitects.com

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:	
RESPONSE TO CLARIFICATION:	

Bid No. 2023-24(B6) Arroyo HS Mod Package 1 Project
El Monte Union High School District

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder

Representative:

Address:

Phone:

BID FORM

FOR

Bid No. 2023-24(B6) Arroyo High School Modernization Package 1 Project

Located at

**Arroyo High School
4921 Cedar Ave.
El Monte, CA 91732**

EL MONTE UNION HIGH SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

() _____

FAX:

() _____

EMAIL

TO: El Monte Union High School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

Bid No. 2023-24(B6) Arroyo High School Modernization Package 1 Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BASE BID (Numerical): _____

4. 10% CONTINGENCY (Numerical): _____

5. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS (add lines 3 and 4 above):

_____ DOLLARS

(\$ _____)

6. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within seven (7) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____
License Expiration Date: _____
Name on License: _____
Class of License: _____
DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within seven (7) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

Labor Code section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: _____

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the El Monte Union High School District or a certified check payable to the order of the El Monte Union High School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the El Monte Union High School District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in _____ writing _____ for _____ the _____ construction _____ of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within seven (7) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: El Monte Union High School District

RE: Project Number _____

Construction Contract for _____

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION
STATEMENT

Each bidder must complete this form in order to comply with the El Monte Union High School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$ _____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the El Monte Union High School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

[End of Bid Documents to be Submitted with Bid]

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of Los Angeles of the State of California, by and between the El Monte Union High School District, hereinafter called the “District”, and _____, hereinafter called the “Contractor”.

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **Bid No. 2023-24(B6) Arroyo High School Modernization Package 1 Project** (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within **Two Hundred Ninety-Two (292)** calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District’s postponement of giving the notice to proceed.

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

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Two Thousand & no/100 (\$2,000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said

injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form

Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement and Close-Out Forms
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Contractor's Certificate Regarding Background Checks
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or any other Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a **Class B** Contractor's License, issued by the State of California, which must be current and in good standing.

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

DISTRICT:

CONTRACTOR:

By: _____

Typed or Printed Name

By: Wael Elatar, Chief Business Official

Title

Dated: _____

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the EL MONTE UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the EL MONTE UNION HIGH SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

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

nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the EL MONTE UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications,

alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____,
personally appeared _____, who proved on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact
of _____ (Surety) and acknowledged to me that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ One (____1____) year from the date of the Notice of Completion of the above-mentioned structure by the El Monte Union High School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontractor or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the El Monte Union High School District, 3537 Johnson Ave., El Monte, CA 91731 hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

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

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

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the El Monte Union High School District within seven (7) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) _____ (Department) _____

(Company) _____

(Street Address) _____

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
() _____
(Telephone Number)

DATE: _____ CONTRACTOR _____

By: _____
Signature

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-
OUT STATEMENT**

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____ equaled _____ dollars (\$ _____), which represents approximately _____ percent (____%) of the total Contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(Modernization Projects)

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

- ☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the El Monte Union High School District, pursuant to the Contract/Purchase Order dated _____, and Contractor hereby certifies that none of the employees have been convicted of or have an arrest pending final adjudication for any serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20__

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board. In no case shall the Assistant Superintendent have authority to approve total Change Orders or Modifications to the Project exceeding 10% of the Contract Sum.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. (See ARTICLE 4)

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Payment Application and a requirement for Contract Close-Out. (See Article 3.17)

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all fire/ life safety items are approved and operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if fire/ life safety items are not approved and operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (See Article 4.6)

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. (See Article 7.2)

GENERAL CONDITIONS

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). (See Article 9.9)

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required. (See Article 7.3)

1.1.11 Complete/ Completion/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. (See Article 1.1.46)

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively 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 Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance

GENERAL CONDITIONS

and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". (See Article 8.1.1)

1.1.17 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or El Monte Union High School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days mean calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. (See Article 2.2)

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. (See Article 4.6)

1.1.22 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District Representative shall have the delegated authority as further defined in Article 1.1.2. This District Representative may be an employee of the District who may have the delegated authority as set forth in Article 1.1.3, and may also include Construction Managers. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.23 Drawings/Plans 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. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). See DSA website.

GENERAL CONDITIONS

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. (See Article 8.1.4)

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. (See Article 7.3)

1.1.28 Inspector of Record (IOR)/ Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. (See Article 7.1.2)

1.1.30 Payment Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", "Payment Application", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. (See Article 9.3)

1.1.31 Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.32 Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. (See Article 9.9)

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. (See Article 9.9.1.1)

1.1.35 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor

GENERAL CONDITIONS

believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. (See Article 7.4)

1.1.36 Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. (See Article 7.5)

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 8.3.2.9. See Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. (See Article 6)

1.1.41 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.

1.1.42 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.

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

GENERAL CONDITIONS

1.1.46 Substantial Completion/ Substantially Complete(d) is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch List Items (See Article 9.9.1.2); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, and all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions/ Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, Payment Bond or Performance Bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (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 out 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 Contractor and its Subcontractors shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

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. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study Plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and

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call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Section 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. The entire set of Contract Documents shows a complete Project and Contractor agrees that there are multiple disciplines putting together a set of Contract Documents. Thus, if portions of a system are shown on some Drawings and not others, this does not mean the Contractor is to only provide part of a system. For example, if an air conditioning unit is shown on the mechanical Drawings, the plumbing for the air conditioning is shown on another Drawing, and the electrical shown on the electrical Drawings, the Contractor is to provide a complete and working air conditioning system. The only time when an item is supplied incomplete is if the system is shown specifically as incomplete since others will be completing the system. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor. The Contractor is responsible for the whole Project as contractually set forth as the Contract Documents. It is intended that the Work be of sound, quality construction, and the Contractor 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 them.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *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, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal 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. Such checking shall include review of Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within five (5) days, notify the Inspector, Architect and District 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 Project. (See Title 24 Section 4-343)

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The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *Ambiguity and Inconsistency.* Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Prior to commencing any portion of the Work, Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor 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, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. Contractor shall maintain an adequate inspection system and perform personal observations and review work and pre-plan the project to ensure the Work performed under the Contract conforms to Contract requirements. Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the Contract.

1.2.1.7 *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 of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *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 Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. The Deferred Approval item cannot be fully detailed on the originally approved Drawings or Specifications because of variations in product design and manufacture. Contract Documents which require Deferred Approval items are meant to be for illustration purposes only. Approval of Plans for such a portion of the Work may be deferred until the material suppliers and Subcontractors are selected. All Deferred Approvals are noted in the Plans and Specifications. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all Deferred Approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.3 Specification Interpretation

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1.2.3.1 *Titles.* The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

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 Drawings accompanying the Specifications 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 *General Conditions.* The General Conditions and Supplementary General Conditions are a part of the Contract Documents which further defines and refines the Contract entered between the Contractor and District.

1.2.3.4 *Abbreviations.* In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. 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.

1.2.3.5 *Plural.* Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 *Metric.* The Specifications 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.”

1.2.3.7 *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 at the date of the Contractor’s proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the Drawings, the following rules shall apply:

- a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.
- b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

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- c. Larger scale Drawings shall take precedence over smaller scale Drawings.
- d. At no time shall the Contractor base construction on scaled Drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contract Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda.
- g. Drawings and Specifications take precedence over the Soils Report.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. The Contractor may retain one Contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project 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 District's property interest or other reserved right.

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ARTICLE 2 DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey

The District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may 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.

2.1.3 Soils Report Part of the Contract Documents: Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is incorporated into this Contract and made available for the Contractor's use in preparing its bid and Work under this Contract. Where the Plans and Specifications are more specific and provide more significant structure, systems, reinforcing, thicknesses, or construction methods, the Drawings shall control over the soils report. The soils report is available at the Architect's office for review and it is Contractor's responsibility to ensure that Contractor has reviewed the soils investigation report. Any information obtained from such report or any other information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the Contract Price may be made in accordance with Article 7 entitled "Changes in the Work." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH THE REQUIREMENTS OF THE SOILS INVESTIGATION REPORT. CONTRACTOR UNDERSTANDS THAT PLANS, DRAWINGS AND SPECIFICATIONS SUPERSEDE THE SOILS REPORT IF THERE ARE CONFLICTS. FURTHER, IN ADDITION TO THE INFORMATION IN THE SOILS REPORT, CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

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2.1.4 Utilities

2.1.4.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

2.1.4.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) business days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any Subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Article 8.4.

2.1.4.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the main or trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities. Other than the main or trunkline, which the District has endeavored to locate on the Plans, service connections or laterals to these utilities may not be shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility main or trunkline discovered by Contractor in a different position than provided by the Regional Notification Center. With respect to main or trunklines, Contractor is to immediately notify District if the location is substantially different than as shown in the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

2.1.4.4 *Other Utilities.* In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner of the service connection, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner

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of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the Plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Plans or is in a position different from that shown on the Plans and were it in the position shown on the Plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Article 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 7 herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.1.5 Existing Utility Lines; Removal, Relocation

2.1.5.1 *Main or Trunkline Facilities.* If the Contractor while performing the Contract discovers utility facilities not identified in the Contract Documents, Contractor shall notify the District and utility in writing prior to commencing work.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities located in a substantially different location than in the Plans and Specifications, and for equipment in use on the project necessarily idled during such work. This Work shall be performed in accordance with Article 7 of these General Conditions.

2.1.5.2 *Assessment.* Nothing in these subparagraphs shall be deemed to require the District 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 and could be inferred from the Main or Trunkline shown on the Drawings.

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2.1.5.3 *Notification.* If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents. Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within forty eight hours after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (48 HOUR NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide forty-eight (48) hour written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare Deferred Approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a delay to the critical path, or delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the Americans with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

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If during the forty eight (48) hour period, the Contractor fails to Cure and correct the deficiency noted in the 48 hour notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of emergency or critical path delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by e-mail (with a copy provided by regular mail) to the e-mail address provided on the Bid submitted and copied to the Project Superintendent.

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of critical path delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the critical path and prescribe the length of shortened time to cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4

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ARTICLE 3 THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

3.1.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

3.1.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24, Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the

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Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. (See PR-13 item 1.17 for further discussion)

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the District for acts and omissions of the Contractor'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 Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

The Contractor 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 or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Full Time Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District Representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work

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shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) 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 (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

District 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 Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

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Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code section 45125.1 in a method as determined by the District. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its Subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or Subcontractor's employees from bringing any animal onto the Project. Contractors shall not violate any written school policies.

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3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received. Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until final acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

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3.3.10 Assemblies

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

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

3.4.1 In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

3.4.2 In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

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3.4.3 If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

3.4.4 This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor 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. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary 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). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Article 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor 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. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

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3.6.3 Responsibility

The Contractor shall perform all Work in conformance with every law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

Pursuant to Title 24 Section 4-343(b):

“Contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time.... All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the inspector, for interpretation or correction.”

To help Contractor plan its operations, Contractor is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located on DSA’s website.

Contractor is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection is not a Governmental Entity related delay.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

- 3.7.1.1 Detailed Schedule of Values (See Article 9.2)
- 3.7.1.2 Submittal Listing and Schedule for Submittals
- 3.7.1.3 Critical Path Baseline Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a later Submittal than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.

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- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the District or Architect), shall provide complete designs, shall be stamped by the structural steel Subcontractor, Contractor, and structural steel Subcontractor's structural engineer at time of submission and as further addressed in Article 3.9.
- c. In no case shall the submission of structural steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

3.7.2.2 *Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement.* A written request detailing the specific reasons for a submission later than 35 days due to complexity of design or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of Milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 8. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

3.7.2.3 *Piecemeal Submissions of Submittals.* Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete. .

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

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3.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants Deferred Approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to access floors, bleachers, elevator guide rails and related elevator systems, exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., skylights, window wall systems, storefronts, stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means Drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, 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.

3.9.1.3 *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.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer’s product information and Product Data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor 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 Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a BIM format or other format as agreed by District.

3.9.2.2 *Purpose for Shop Drawings.* Shop Drawings are the Contractor’s manufacturer, Subcontractor, supplier, vendor or the Contractor’s detailed drawings showing particularized

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method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the Specifications and Contract Documents. The Shop Drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material Specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

3.9.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with 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 Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The Shop Drawings are not a reproduction of the architectural or engineering Drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.5 *Shop Drawings Engineering Requirements:* Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 8.

3.9.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. 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 Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements

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for Deferred Approvals at Division 1 of the Specifications. All Deferred Approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for Deferred Approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6 *DSA Approvals Required Prior to Work*. No work on a Deferred Approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.

3.9.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

3.9.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specifications are being met by the product.

3.9.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

3.9.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

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3.9.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

3.9.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.9.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project 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. 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 Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Refer to Division 1. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements. Submittal Procedures for further information.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., 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 Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. (See also Division 1)

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor 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 Contractor pursuant to Article 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

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3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications (as long as the Specifications do not conflict with General Conditions. In the case of conflict, the conflicting provision shall be controlled by the General Conditions and the remaining Specifications sections shall be interpreted as if the general conditions language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception under Article 3.7.2.1. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with Division 1 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations and Coordination.* By submitting Shop Drawings, Product Data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, 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, including the construction schedule.

3.9.7.2 *Contractor Coordination.* Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

“[Contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, Product Data, samples, etc., shall not deviate from the *requirements* of the Contract Documents

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including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 3.10.4, "Substitutions."

3.9.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned not reviewed by the Architect for resubmission by the Contractor. Refer to Submittal Procedures of the Specifications for additional information. The Contractor shall be responsible for any related delays and shall not be the basis for any Claim.

3.9.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop Drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Plans and Specifications, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 4.5 and consequential damages associated with a CCD to revise Plans and Specifications to accommodate the deviation from approved Plans and Specifications.

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, Product Data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

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Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific 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 the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Subject to the requirements of properly submitting a Substitution Request for as Addressed in Article 3.10.4, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District’s discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract Price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request.

3.10.4 Substitution Request Form

Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing on the District’s Substitution Request Form (“Request Form”) at the time of submitting bids to the District, except as provided for in Article 3.10.3.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

- a. Is equal in quality/service/ability to the Specified Item;
- b. Will entail no changes in detail, construction, and scheduling of related work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide no cost disadvantage to the District;
- e. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- f. Will required no change of the construction schedule.

In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder’s request for such requested substitution. In the event that the bidder has agreed in the Request

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Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect, CM and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. Contractor must submit a complete Submittal of the requested substitution and a Shop Drawing showing configuration, dimensions, and other critical information associated with the substitution that meets the requirements of Article 3.9. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all DSA review costs, engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

3.10.5 Substitution Requests After Bid

The District, in its sole discretion, may accept a request for substitution by the Contractor or may request Contractor substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Article 3.10.4 above. If any substitutions, that in the District or Architect's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.11.2 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

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to such authority is at the Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.11.3 Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the District'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 District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Contractor shall clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program including, but not limited to, the performed of the following:

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean;
- c. Repair or replace any damaged materials. Replace any chipped or broken glass;
- d. Remove any and all stains;
- e. Remove labels that aren't permanent labels;

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- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds;
- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site;
- h. Remove temporary film that remains on any hardware, doors or other surfaces; and
- i. Seal the bottom and tops of all doors.

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing;
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work;
- c. Remove temporary protection and clean and polish floors and waxed surfaces;
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint;
- e. Wipe surfaces of mechanical and electrical equipment;
- f. Remove spots, soil, plaster and paint from tile work, and wash tile;
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces;
- h. Vacuum-clean carpeted surfaces; and
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES AS ADDRESSED IN ARTICLE 6.

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3.13.1 Special Inspection, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state, or a distance of more than 200 miles from the Project site, the Special Inspector or Inspector shall be provided access so the special inspection or inspection may occur in the remote location. In some cases, the DSA Inspector may also require access in addition to Special Inspectors and individuals performing tests. Inspections/tests shall occur during normal work hours. (See also Article 4.3.6)

3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.14.2 Review

The review by the 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 Contractor in violation of any patent or other rights of any person or entity.

3.15 INDEMNIFICATION

3.15.1 Contractor

See Agreement Form. Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the indemnity and hold harmless language in the Agreement Form.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

3.16 SUBMISSION OF DAILY REPORTS

3.16.1 General

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By 10:00 a.m. on the following business day, the Contractor shall submit a Daily Report to the Inspector and copy the Architect for the previous day's Work. If there is a Construction Manager, the original Daily Report is to be provided to the Construction Manager and copies sent to the Architect and the Inspector. Daily Reports shall be prepared on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. The District reserves the right to note inconsistencies or inaccuracies in the Daily Reports. In such cases, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Daily Reports by Subcontractors or others shall be submitted through the Contractor.

3.16.2 Labor

The Daily Report shall show names of workers, classifications, hours worked and hourly rate. The locations where work occurred shall also be identified in the Daily Report. Project superintendent expenses are not allowed.

3.16.3 Materials

The Daily Report required shall describe and list quantities of materials used and unit costs.

3.16.4 Equipment

The Daily Report required shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees shall be noted.

3.16.5 Other Services and Expenditures

Other services and expenditures shall be described in the Daily Report in detail as the District requires.

3.16.6 Failure to Submit Daily Report

If Contractor does not submit its Daily Report by 10 am the next business day, the Inspector of Record shall prepare a Daily Report addressing each of the above items. The cost for the Inspector's services to prepare the Daily Report shall be addressed through a Deductive Change Order under Article 7.7.4.

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

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Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Builts at Completion of Work

Upon completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a stamp indicating the Drawings are As-Builts and certifying accuracy on the final set of As-Builts. Failure to deliver a complete As-Built set of Drawings may result in significant withholdings to ensure Work is properly documented. (See Article 9.9.2)

3.17.3 Log of Control and Survey Documentation

Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built Drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

3.17.4 Record Coordinates for Key Items

Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

3.17.5 BIM As-Built Drawings

If BIM is utilized for the Project, then an electronic version of such As-Built Drawings and Annotated Specifications will be delivered to District (in an acceptable format to District).

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish 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 under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical,

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sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

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ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District 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 the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all

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communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector. Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. The Architect and CM shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's Representative. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor. In the case where a CM is hired for the Project, the CM shall be the main point of contact for communication of information. Copies should be sent to the Architect, District Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect (and/or CM) may recommend to the District that the District require additional inspection or testing of the Work in accordance with Article 13.5, whether or not such Work is Fabricated, installed, or completed. District may have Non-conforming Work removed and replaced pursuant to Article 9.7. However, neither this authority of the Architect (or CM) nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect (or CM) to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section is does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2

4.2.7 Warranties upon Completion

The Architect (and where applicable CM), in conjunction with the Inspector will conduct field reviews of the Work to determine the date of Substantial Completion and of Final Completion, shall receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents (See Article 9.11 for Close-Out). The handling by the Architect (or where applicable CM) of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the

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Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

On some Projects, the District will take a phased occupancy of the Project. In those cases, the District may commence the running of warranties on the buildings, or phases that are accepted after Punch List is completed and the District has accepted Completion of the separate phase. A separate Notice of Completion may be filed for the separate building or phase of work and warranties shall commence for the separate phase only to the extent that warranties do not require coordination or connection to other buildings or other parts of the site and only if the warranted item is completed to its entirety in the segregated building or phased area.

If written warranties are not provided at the time the Punch List is nearing completion, Architect (with recommendations from the CM and Inspector) shall determine the dollar value of the warranties and shall make recommendation for withholdings necessary to effectuate the transfer of such warranties to the District for future use as part of the Punch List for the Project pursuant to Article 9.6.

Warranties are not commenced through utilizing of equipment for testing and operation as necessary to acclimate buildings or where necessary to test systems.

4.2.8 Interpretation

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. Architect shall make clarifications as necessary to interpret the Contract Documents.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more Project Inspectors employed by the District 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(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

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Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor 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 Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Inspector's Facilities

Within seven (7) days after the notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 4.3.2. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 8.1.4.

4.3.6 Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from Project

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If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer

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- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (See Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (See Article 3.9)
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (See Article 3.10)
- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- k. 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.
- l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, Product Data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

"Disputes" or "Claims" as defined in Article 4.6.9.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 4.6.2 within ten (10) days after Contractor's Article 7 request for Change is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 4.6.5 within the time

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periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

4.6.2 Architect's Review

The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute.

4.6.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

4.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

4.6.4 Actions if Not Resolved

If a Dispute has not been resolved and all documentation requested pursuant to Article 4.6.2 has been provided, the Contractor shall, within ten (10) days after the Architect's initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 4.6.2.

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 4.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9.

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any

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withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

4.6.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes or Claims process under Article 4.6 or the requirement to submit Claims to Court under Article 4.6.9.5.

4.6.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

- a. Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:
 1. If such condition is a hazardous waste condition, Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Article 7 apply.

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2. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, Soils Report, and from Contractor's own investigation under Article 2.1.
 3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- b. The District shall investigate the conditions, and if District finds that the conditions do materially so differ, do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order or Construction Change Document under the procedures described in the Contract.
 - c. In the event that a dispute arises between the public entity or District and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 8.4. Upon completion of the procedures set forth under Article 8.4, Contractor must then comply with the requirements in this Article including those set forth under Article 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve Disputes and Claims. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving Disputes and Claims with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

- a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not

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otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.4.1.)

- b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.
- c. Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 4.6.5, submit a notification in writing sent by registered mail or certified mail with return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 4.6.5, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) The term "Claim" must be at the top of the page in no smaller than 20 point writing.
 - (2) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "Claim."
 - (3) A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation.
 - (4) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:
 - 1. Cover letter.

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2. Summary of factual basis of Claim and amount of Claim.
3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
4. Documents relating to the Claim, including:
 - a. Specifications sections in question.
 - b. Relevant portions of the Drawings
 - c. Applicable Clarifications (RFI's)
 - d. Other relevant information, including responses that were received.
 - e. Contractor Analysis of Claim merit.
 - (a) Contractor's analysis of any Subcontractor vendor Claims that are being passed through.
 - (b) Any analysis performed by outside consultants
 - (c) Any legal analysis that Contractor deems relevant
 - f. Break down of all costs associated with the Claim.
 - g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 8.4 chronology of events and related correspondence.
 - h. Applicable Daily Reports and logs.
 - (a) If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
 - i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
 - (a) The metadata and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
 - (b) This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - (c) If the bid documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to the

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Contractor. See California Civil Jury Instruction 204.

- e. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:
 - 1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - 4. That the Contractor is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.
- f. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- g. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- h. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- i. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph o below shall apply.

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- j. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to this Article 4.6.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- k. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 4.6.9.5.
- l. For purposes of this Article 4.6.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- m. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Article 4.6.9 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- n. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article 4.6.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 4.6.9.4 below.
- o. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Article 4.6.9 shall result in the Claim being deemed

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rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.6.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

- p. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
- q. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- r. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 *District (through CM or District's Agent or Attorney) May Request Additional Information.* Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.

4.6.9.3 *Claims Procedures in Addition to Government Code Claim.* Nothing in the Claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.4 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.5 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

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4.6.9.6 *Warranties, Guarantees and Obligations.* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

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ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor 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 Contractor 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.

5.1.2 Subcontractor Licenses and DIR Registration

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

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- c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

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ARTICLE 6 CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's Work. Contractor will be held accountable for damages to District for that Work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' Work as fit and proper for reception of its Work, except as to defects which may develop in other contractors' work after execution of Contractor's work.

6.1.1.3 To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

6.1.1.4 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.5 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.6 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.)

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES BASED ON DOCUMENTATION PROVIDED WITH THIS BID OR DISCUSSED AT THE JOB WALK. CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS REQUIRED FOR OTHER PHASES.

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IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR'S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

6.1.2 District's Right to Carry Out the Work

(See Article 2.2)

6.1.3 Designation as Contractor

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 District Notice to the Contractor of Other Contractors

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District's forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when:

- a. Notice is provided in the Contract Documents of other scope of Work,
- b. In the case where there is known Work to be performed by other Contractors
- c. For outside contractors hired by utilities
- d. Where the Contract Document provides "Work by Others" or "By Others"
- e. Where specifically noted during the Pre-Bid Conference
- f. Where specifically noted in the Mandatory Job Walk
- g. By CO or ICD,
- h. With respect to the installation of :
 - 1. Furniture,
 - 2. Electronics and networking equipment,
 - 3. Cabling,
 - 4. Low voltage,
 - 5. Off-site work,
 - 6. Grading (when by a separate contractor),

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7. Environmental remediation when excluded by the Contract Documents (i.e. asbestos, lead or other hazardous waste removal)
8. Deep cleaning crews,
9. Commissioning and testing,
10. Keying and re-keying,
11. Programming

6.1.4.1 Exception where no Coordination is Required on the Part of the Contractor for Turn Key Operations. If the Contractor has specifically outlined a “Turn Key” or “Complete Delivery” of a final completed operational school in writing as part of the Baseline Schedule..

6.1.4.2 The Contractor shall make any revisions to the Baseline Schedule (or Schedule Update) and Contract Sum deemed necessary after a joint review and mutual agreement. The Baseline Schedule (or Schedule Update) shall then constitute the Schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect, District, and Inspector to ensure timely and proper progress of Work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As constructive owner of the Project site, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this Agreement as being adequate coverage in case of calamity.

6.3 DISTRICT’S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 3.12, the District may clean up and allocate the cost among those it deems responsible.

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ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. 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. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4 (Please check with the District since there are different interpretations of the limitations of Public Contract Code section 20118.4 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any Claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Document.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent

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approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of 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.

A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for Work affecting structural, access compliance or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required.

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

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An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 and Supplementary General Conditions for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in the Supplementary General Conditions and Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and no additional time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for pricing purposes as long as the RFP is submitted within the timeline provided by the RFP, or within 10 days following issuance of the ICD.

7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14.

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

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7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 Definition

A RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 A RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI’s that are similar should be addressed in Project meetings where the requestor (Contractor, Subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 A RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI’s should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, Drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect’s response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL (“RFP”)

7.5.1 Definition

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A RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

A RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Article 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

7.6.2 Changes in Price

A COR shall include breakdowns per Article 7.7 to validate any change in Contract Price due to proposed change or Claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. 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 Project Schedule as defined in Article 8. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of 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, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an

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appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or CCD from time to time during the progress of the Project, Contract Sum being adjusted accordingly. All such Work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Representative at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, 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. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Article 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.);
 1. If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Article 7.7.2(d) or 7.7.3.
 2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3
- b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
- c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under Article 7.7.3; or

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- 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. *Basis for Establishing Costs*

- (1) Labor will be the 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 workers compensation insurance (exclude insurance costs as part of the overhead and profit mark-up), 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. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- (2) Materials 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 District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.
- (3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 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. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

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 District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.

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All equipment shall be acceptable to the Inspector, 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.

If tool and equipment charges are part of a Dispute or Claim, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The District 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 Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, Project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)		
(b) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(c) Equipment (attach invoices)		
(d) Subtotal		

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		<u>EXTRA</u>	<u>CREDIT</u>
(e)	If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).		
(f)	Subtotal		
(g)	Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (h)		
(k)	TOTAL		
(l)	Time/ Days		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 Adjustment for Time and Compensable Delay. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined

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in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Article 7.7.3 (a) – (d) only, setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

For unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 or if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein. All CO's are subject to Audit under Article 13.11 for discounts, rebates and refunds.

7.7.6 Accounting Records

With respect to portions of the Work performed by CO's and CCD's on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

Any time and material charges shall require Inspector's signature on time and material cards showing the hours worked and the Work actually completed. (See Article 7.7.1.1)

7.7.7 Notice Required

If the Contractor desires to initiate a Dispute or Claim for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6. No Claim or Dispute shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the

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Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such Claim shall be authorized by a CO.

7.7.8 Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Article 7.7.7 and Article 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

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ARTICLE 8 TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with the Project Milestones in the Contract Documents and shall proceed on a properly developed and approved Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 8.3.2.1 and as otherwise specifically noted in Article 8.

8.1.2 Notice to Proceed

District may give a Notice to Proceed within ninety (90) days of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the giving of the notice to proceed

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the Contract with written notice to District within 10 days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and the grounds for notification and hardship shall be subject to Audit pursuant to Article 13.11. Should Contractor terminate the Contract as a result of a notice of postponement, District may award the Contract to the next lowest responsible bidder.

8.1.3 Computation of Time

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 Float

Float is time the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the Rain Day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

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8.1.4.1 *Governmental Delay Float.* It is anticipated that there will be governmental generated delays. Specific to DSA approvals, it is anticipated that no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.

Contractor's failure to establish a protocol for requesting inspections is not grounds to utilize Governmental Delay Float. As noted in Article 3.1.4, 48 hours advance notice of commencing Work on a new area is required after submitting form DSA 156 and under PR 13-01 Special Inspection reports are not required to be posted until at least 14 days after the Work was inspected. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections is not Governmental Delay Float under Article 8.1.4.1. If Governmental Delay Float is not utilized, this float is carried through to other DSA 152 categories of inspection and consumed over the course of the Project

Governmental Delay Float may be utilized for a DSA Stop Work Order regardless of fault as defined under Education Code section 17307.5(b).

8.1.4.2 *Inclement Weather (Rain Days).* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each calendar year for Southern California will be allotted for in the Contractor's schedule for each winter weather period or carried at the end of the schedule as Rain Float. Float for weather days in other geographical regions shall be adjusted based on NOAA weather data for the geographical location. Contractor has anticipated all the days it takes to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. The weather days shall be shown on the schedule and if not used will become float for the Project's use. The Contractor will not be allowed a day-for-day weather delay for periods noted as float in the Schedule. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

8.1.4.3 *Project Float.* The Contractor may determine some activities require a lesser duration than allocated and may set aside float in the Project Schedule. There shall be no early completion. Instead, to the extent float is either addressed at the end of the Project or throughout each category of critical path work, Project float may be used as necessary during the course of the Project and allocated on a first,

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come first serve basis. However, the use of float does not extend to Governmental Delay Float, which shall only be used for Governmental Delays.

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

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

8.2.3 Costs for After Hours Inspections

If the Work done after hours is required by the Contract Documents, a Recovery Schedule, or as a result of the Contractor's failure to plan, and inspection must be conducted outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the Contractor.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order shall be issued from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

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

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing:* Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule within the ten (10) days noted, then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

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8.3.2.2 *District Review and Approval:* District, Architect and CM will review both a paper and electronic copy of Baseline Schedule and may provide comments as noted in this Article and either approve or disapprove the Baseline Schedule. All Schedules shall be prepared using an electronic scheduling program acceptable to District. All Schedules shall be delivered in an electronic format usable by the District. All logic ties and electronic information shall be included in the electronic copy of the Baseline Schedule that is delivered to the District.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications and Contract Documents.

8.3.2.4 *Submittals Must Be Incorporated (See Articles 3.7 and 3.9):* Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *Float Must Be Incorporated.* The Baseline Schedule must indicate the beginning and completion of all phases of construction and shall use the “critical path method” (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents. The Baseline Schedule must incorporate all Milestones in the Project and apply Governmental Float at each Milestone in the Contractor’s discretion. The Baseline Schedule shall incorporate any Schedule provided by the District as part of the bid and shall note durations that will not be adequate or should be shortened based on Contractor’s review. These changes shall be identified and incorporated into Contractor’s Baseline Schedule as long as requested changes are made within 10 days after the District chooses to move forward with the Project. Scheduling is necessary for the District’s adequate monitoring of the progress of the Work and shall be prepared in accordance with the time frame described in this Article 8. The Architect may disapprove of any Schedule or require modification to it if, in the opinion of the Architect or District, adherence to the any Schedule prepared by the Contractor will not cause the Work to be completed in accordance with the Agreement.

8.3.2.6 *No Early Completion.* Contractor shall not submit any Schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor’s Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay Claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the bid will include a preliminary schedule indicating Milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor’s Subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of Subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor’s plan to complete the Work and maintain Milestones at the next progress meeting, or before the next progress meeting. If Contractor is not able to build a Baseline

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Schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the Schedule and falls significantly behind without undertaking the efforts to either submit and follow a Recovery Schedule or fail to submit a Recovery Schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in any Schedules submitted shall not be construed to be an approval of the error or omission and any flawed Schedule is not grounds for a time extension.

8.3.2.9 Inclusions in Baseline Schedule. In addition to scheduling requirements set forth at Article 8.3.2, Contractor is specifically directed to include (broken out separately) in Contractor's Baseline Schedule and all Schedule updates, the following items required pursuant to these General Conditions, including but not limited to:

1. Rain Day Float (excluding inclement weather) as required under Article 8.1.4.2. For example, if the NOAA provides 22 days of Rain Days, all 22 days must be incorporated and noted in the Baseline Schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
2. Governmental Delay Float under Article 8.1.4.1. This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset Liquidated Damages and shall not generate compensable delays.
3. Submittal and Shop Drawing schedule under Article 3.9.
4. Deferred Approvals under Article 3.9.
5. Time for separate contractors, including furniture installation and start up activities, under Article 6.1.
6. Coordination and timing of any Drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. (See Article 2.1.4).
7. Testing, special events, or school activities

8.3.2.10 *Failure to include Mandatory Schedule Items.* District may withhold payment pursuant to Articles 9.3, 9.4 and 9.6. In lieu of withholding payment for failure to include Mandatory Schedule Items, after the District or Architect has notified the Contractor of failure to meet the Baseline Schedule or Updated Schedule requirements and provided a written notification of this failure and provided a written notice of Schedule preparation errors, and the Contractor fails to correct the noted deficiencies or

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the Contractor does not provide an updated Baseline Schedule correcting the deficiencies, then Contractor shall not be granted an extension of time for failure to obtain necessary items and approvals under Article 8.3.2 and for the time required for failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall maintain all required Article 8.3.2 Schedule items in the Baseline Schedule and indicate any days that have been used as allowed in Article 8. If Contractor fails to include all Article 8.3.2 items in its Baseline Schedule or Schedule Updates and the District either utilizes an Unapproved Schedule under Article 8.3.2.12 or does not object to the inclusion of required scheduling items, then all mandatory Schedule inclusions, including float, shall be utilized in the District's discretion. If the Contract Time is exceeded, then Contractor shall be subject to the assessment of Liquidated Damages pursuant to Article 8.4.

8.3.2.11 *Failure to Meet Requirements.* Failure of the Contractor to provide proper Schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule.* If the Baseline Schedule submitted by the Contractor is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the Baseline Schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the unapproved Baseline Schedule initially submitted shall be treated as the Baseline Schedule with durations shortened or revised to accommodate all float, all mandatory Schedule requirements under Article 8.3.2, any requirements in the Contract Documents, and all revisions by the District or Architect.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule, the approved Baseline Schedule shall be used to build future Schedule updates. Schedule updates shall be a CPM based Schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case that no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.12 unapproved Baseline Schedule, inclusive of all Milestones, float, comments and revisions by the District and Architect, all required Baseline Schedule Inclusions under Article 8.3.2, and any requirements in the Contract Documents.

8.3.3.2 *Schedule Updates.* Contractor shall update the approved Schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *Listing of Items Causing Delays.* Schedule updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing. Delays shall only be listed if they meet the requirements of Article 8.4.

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8.3.3.4 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the Milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how Milestones and the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

- a. Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time. Refusal or failure to provide a Recovery Schedule shall be considered a substantial failure of performance and a material breach of Contract and may result in Termination of the Contract pursuant to Article 14.
- b. Recovery Schedule Acceleration without Additional Cost. The District may require Contractor prepare a Recovery Schedule showing how the Project shall be accelerated, without any additional cost to the District. The District may order, without additional cost, the following:
 1. Increase the number of shifts;
 2. Utilize overtime to recover the approved Schedule; and/or
 3. Increase the days when Work occurs, including weekends, at the Project and at any manufacturer's plant.
- c. Recovery Schedule Acceleration without Additional Cost. If Contractor disputes that the Recovery Schedule acceleration shall be issued without additional costs, the Contractor shall submit concurrent with Recovery Schedule acceleration notice pursuant to Articles 8.4.3 and 8.4.4.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ARTICLE 1.1.46). CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

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Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to bear the risk of delays to Completion of the Work and that Contractor's bid for the Project was made with full knowledge of this risk.

In agreeing to bear the risk of delays to complete the Work, Contractor understands that, except and only to the extent provided otherwise in Article 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Completion of the Project within the Contract Time, and shall not entitle the Contractor to an adjustment to the Contract time.

8.4.3 Excusable Delay

Contractor shall not be charged for Liquidated Damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, arising from Rain Float or Project Float, including acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with Article 8.3 requiring preparation and submission of a properly prepared CPM schedule.

8.4.3.1 *Excusable Delay Is Not Compensable.* No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

8.4.3.2 *Notification.* The Contractor shall notify the Architect in writing of any anticipated delay and its cause, in order that the Architect may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

8.4.3.3 *Extension Request.* In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work (See Article 7). When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. Blanket or general claims for extra days without specific detailed information as required herein or a blanket or general reservation of rights do not fulfill the requirements of this Article and shall be denied. The justification must include, but is not limited to, the following information:

- a. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical ties to the official Baseline Schedule or Approved Updated Schedule for the proposed changes and/or delay showing the activity/activities in the schedule

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whose start or completion dates are affected by the change and/or delay. (A fragnet of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code section 7102 may apply to changes in the Work or delays under this Contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. In the case of a Recovery Schedule pursuant to Article 8.3.3.4, Contractor shall submit written notice concurrent with the Recovery Schedule. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 *Adjustment for Compensable Delays.* The Schedule may be adjusted for a delay if, and only if, Contractor undertakes the following:

- a. Contractor submits a timely COR or CO pursuant to the requirements of Article 7.
- b. Contractor submits a fragnet showing the critical path delay caused by the COR, CO, Changed Condition, CCD, or ICD
- c. Contractor has addressed all required float days in the Fragnet.
- d. Contractor submits a complete breakdown of all costs incurred utilizing the format of Article 7.3.3

8.4.5 No Additional Compensation for Coordinating Governmental Submittals and the Resulting Work

CONTRACTOR HAS PLANNED ITS WORK AHEAD OF TIME AND IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID AND HAS INCLUDED ADEQUATE TIME IN THE CONTRACTOR'S BASELINE SCHEDULE. FAILURE TO ADEQUATELY PLAN AND SCHEDULE IS NOT A BASIS TO USE GOVERNMENTAL DELAY FLOAT.

8.4.6 District Right to Accelerate the Work

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The District may direct the Contractor to meet schedule requirements when the Work has been delayed. The District shall compensate the Contractor for the additional costs incurred by acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Contractor.

8.4.6.1 *Management of Acceleration.* Contractor acceleration shall not include Work that is part of the scope of Work detailed in the Plans and Specifications. Instead, the acceleration costs shall be premium or overtime and quantifiable additional work added to the Project meant to accelerate the Project. Contractor is directed to keep consistent crews on the Project so time can be tracked. If crews are circulated off the Project or crews brought in only for overtime, the District may be charged for Contract Work and not accelerated time. In such case, the District may object to the costs submitted.

8.4.6.2 *Costs for Acceleration.* Cost for Acceleration shall be supported by backup documentation, and time sheets signed by the Inspector for each day work has been performed, at or near the time when the Work was performed. A listing on the time sheet shall document all labor, materials and services utilized that day and provide areas of work, and amount of work performed. Contractor shall comply with submission requirements of Article 7.7.

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ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 COST BREAKDOWN

9.2.1 Required Information

Contractor shall furnish the following:

- a. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, Milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project.;
- b. Within ten (10) days after the date of the Notice to Proceed, a schedule of estimated monthly payment requests due the Contractor 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 District may require;
- c. Within ten (10) days after the date of the Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, Milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half of one percent (0.5%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

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9.2.2.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

9.2.3 District Approval Required

The District shall review all submissions received pursuant to Article 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is substantially complex, within thirty-five (35) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. In the case of a Project designated substantially complex, the sum paid to the Contractor shall be equal to ninety percent (90%) of the value of the Work performed (as certified by the Architect and Inspector and verified by Contractor). The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

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

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- a. The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;
- b. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- c. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each

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location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

- d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
- e. Representatives of the District shall have the right to make inspections of the storage areas at any time; and
- f. Such materials shall be: (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other Subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 which states:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties... In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders..."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for

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withholding approval in whole or in part as provided in Article 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the prompt payment of a Request for Payment or Request for Retention. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's verified representation that the Contractor is entitled to payment in the amount certified.

9.3.5 Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Payment Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract Claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 4.6 and 7.7.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

1. The amount paid to the date of the Payment Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
2. The amount being requested under the Payment Application by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;

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5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated or approved Baseline Schedule or other Schedule updates in conformance with Article 8;
7. Failure to submit an updated Schedule for the month or any previous month;
8. The additions to and subtractions from the Contract Price and Contract Time;
9. A summary of the Retention held;
10. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
11. The percentage of completion of the Contractor's Work by line item;
12. An updated Schedule of Values from the preceding Application for Payment;
13. Prerequisites for Progress Payments; and
14. Any other information or documents reasonably requested by the District, Architect, Inspector or CM (if applicable).

9.4.1.2 *First Payment Request.* The following items, if applicable, must be completed before the first payment request will be accepted for processing:

1. Installation of the Project sign;
2. Receipt by Architect of Submittals;
3. Installation of field office;
4. Installation of temporary facilities and fencing;
5. Submission of documents listed in the Article 9.2 relating to Contract Price breakdown;
6. Preliminary schedule analysis, due within 10 days after Notice to Proceed;
7. Contractor's Baseline Schedule (to be CPM based in conformance with Article 8);
8. Schedule of unit prices, if applicable;
9. Submittal Schedule;
10. Copies of necessary permits;

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11. Copies of authorizations and licenses from governing authorities;
12. Initial progress report;
13. Surveyor qualifications;
14. Written acceptance of District's survey of rough grading, if applicable;
15. List of all Subcontractors, with names, license numbers, telephone numbers, and scope of work;
16. All bonds and insurance endorsements; and
17. Resumes of General Contractor's Project Manager, and if applicable, job site secretary, record documents recorder, and job site Superintendent.

9.4.1.3 *Second Payment Request.* The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the certified payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted.

9.4.1.5 *Final Payment Application (90% or 95%).* See Article 9.11.1

9.4.1.6 *Final Payment Application (100%).* See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, 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. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

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

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and the Agreement Form, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for

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stop notices in accordance with Civil Code section 9358 shall not be a basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107 or 20104.50.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Article 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop notices served upon the District;
- c. Liquidated Damages assessed against the Contractor;
- d. The cost of Completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the District or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor;
- g. Failure to store and properly secure materials;
- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, Schedule of Values, Product Data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
- i. Failure of the Contractor to maintain As-Built Drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Payment Application;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;

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- o. Payments to indemnify, defend, or hold harmless the District;
- p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable Baseline Schedule or any Schedule or Schedule update in accordance with Article 8;
- r. Failure to pay Subcontractor or suppliers as required by Article 9.8.1
- s. Failure to secure warranties, including the cost to pay for warranties;
- t. Failure to provide releases from material suppliers or Subcontractors when requested to do so;
- u. Items deducted pursuant to Article 2.2;
- v. Incomplete Punch List items under Article 9.9.1.1 which have gone through the Article 2.2 process; or
- w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Article 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its

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own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.8.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.8.3 Payment Not Constituting Approval or Acceptance

An approved Request for Payment, a progress payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

9.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks depends on the school district and the specific circumstances.

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 *Incomplete Punch Items.* When the Contractor considers the Work Substantially Complete (See Article 1.1.46 for definition of Substantially Complete), the Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected

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(hereinafter “Incomplete Punch Items” or “Punch List”). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor is aware that Title 24 Section 4-343(a) provides:

“RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES.

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor’s Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List for the Project. During the Punch List period, the Contractor’s Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work pursuant to Article 2.2 and the issuance of a Deductive Change Order.

- a. Extension of Time to Complete Punch List. If Contractor cannot finish the Punch List Work during the time period allotted under Article 9.9.1.3, the Contractor may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the District to allow continued Punch List Work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an itemized valued Punch List.
- b. If there is no valued Punch List accompanying any request or if Contractor intends to undertake Punch List without the continued support and

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supervision of its Superintendent and Project Manager (as required under Article 3.2), the District, Construction Manager or Architect may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List pursuant to Article 2.2 and proceed to Close-Out the Project. Contractor shall cease work on the Project and proceed to complete Contractor's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.11.3.

9.9.1.4 *District Rejection of Written Request for Punch List Time Extensions.* Following sixty (60) Days of Punch List under Article 9.9.1.3, the District has the option of rejecting Punch List Time Extension requests. The District may proceed under Article 2.2 and deduct the value of remaining Punch List Work pursuant to Article 2.2. If the District rejects the Punch List Time Extension request then Contractor shall cease Work on the Project and proceed to Final Inspection pursuant to Article 9.11.2.

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added District Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.9.1.3 plus an additional thirty (30) day period that has been requested in writing], and the District grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contractor shall be charged Liquidated Damages of at least \$750 per day for continued Punch List Work to partially compensate the Inspector, Architect, and Construction Manager's extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to reinspect Punch List items and perform the administration of the Close-out.

Contractor received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article 9.9.1.5 that \$750 is due for each day of Punch List that exceeds sixty (60) days at \$750, a cost much lower than typical (and actual) costs for Inspection, Architect and Construction Manager time required during Punch List. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the District shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed \$750 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the Contractor within five (5) days following the receipt of a written request for Punch List Time Extension by the Contractor that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the Contractor at any time following the first written request for Punch List Time extension requested under Article 9.9.1.3. The adjusted actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

9.9.2 Close-Out Requirements for Final Completion of the Project

- a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall

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be accurately located and dimensioned from finished surfaces of building walls on all As-Built Drawings

1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built Drawings
2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.

- c. Any Work not installed as originally indicated on Drawings
- d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the design immunity provisions of Government Code section 830.6 and exposes the District and the individual Board members to personal liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is Mandatory.* Refusal to execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code section 17312 and shall be referred to the Attorney General for Prosecution.
2. *Referral to the District Attorney for Extortion.* If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or litigation,

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then the matter shall also be referred to the District Attorney for prosecution for extortion.

3. *Contractor shall be Responsible for All Costs to Certify the Project.* The District may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (located at the DSA website). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.
- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and Drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
 1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 1. The Work has been completed;
 2. All fire/ life safety items are completed and in working order;
 3. Mechanical and electrical Work complete, fixtures in place, connected and tested;
 4. Electrical circuits scheduled in panels and disconnect switches labeled;
 5. Painting and special finishes complete;
 6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order;
 7. Tops and bottoms of doors sealed;
 8. Floors waxed and polished as specified;

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9. Broken glass replaced and glass cleaned;
10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;
11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
12. Finished and decorative work shall have marks, dirt and superfluous labels removed;
13. Final cleanup, as in Article 3.12;
14. All Work pursuant to Article 9.11.2; and
15. Furnish a letter to District stating that the District's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Article 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor 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. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Article 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Article 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Payment Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector sign-off of each item in the DSA 152 Project Inspection Card;
- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.46;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Changeover of door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and
- h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District find the Work contained in the Punch List acceptable under the Contract Documents, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

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If the Architect and the District find that the Work contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold pursuant to the Contract Documents (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any escrow agreement between the District and the Contractor.

- a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:
 1. A full and final waiver or release of all stop notices in connection with the Work shall be submitted by Contractor, including a release of stop notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
 2. The Contractor shall have made all corrections, including all Punch List Items, 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 District required under the Contract Documents.
 3. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
 4. Contractor must have completed all requirements set forth in Article 9.9
 5. Contractor must have issued a Form 6C for the Project.
 6. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
 7. The Contractor shall have completed final clean up as required by Article 3.12

GENERAL CONDITIONS

8. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular Subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Payment Application).

If Contractor submits a Final Payment Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Payment Application. The Contractor shall be notified that specific deductive items shall be included in the Final Payment Application. If Contractor either continues to submit the Final Payment Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Payment Application, then District may either alter the Final Payment Application and recalculate the math on the Final Payment Application to address the Article 9.6 deductive items or process a unilateral Final Payment Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notices, or withholdings due to other defective Work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6

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and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300 as set forth in the form contained in the Bid Documents.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

Contractor shall take, and require Subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor 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 Contractor, the District, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

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Subcontractors shall immediately, within two (2) days, report in writing to the Contractor 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 within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this Section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

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

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

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The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor 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 Contractor or the Contractor'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.

Contractor is constructive owner of Project site as more fully discussed in Article 6.2.

10.2.2 Contractor Notices

The Contractor 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 Contractor 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 Contractor shall exercise utmost care and carry on

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such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, 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 District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

GENERAL CONDITIONS

- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.
- h. Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor 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 Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor 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 the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

10.2.8 Conformance within Established Limits

The Contractor 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 District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor'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.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

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The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District 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 conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Article 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, 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 District and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor 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 District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

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In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District 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 Project Site.

10.4.4 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.

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ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. 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;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

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Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- | | | |
|-------|--|----------------|
| (a) | Per occurrence (combined single limit) | \$2,000,000.00 |
| | | |
| (b) | Project Specific Aggregate (for this Project only) | \$2,000,000.00 |
| | | |
| (c) | Products and Completed Operations (aggregate) | \$2,000,000.00 |
| | | |
| (d) | Personal and Advertising Injury Limit | \$1,000,000.00 |
| | | |

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- | | | |
|-------|--|----------------|
| (a) | Automotive and truck where operated in amounts | \$1,000,000.00 |
| | | |
| (b) | Material Hoist where used in amounts | \$1,000,000.00 |
| | | |
| (c) | Explosion, Collapse and Underground (XCU coverage) | \$1,000,000.00 |
| | | |
| (d) | Hazardous Materials | \$1,000,000.00 |
| | | |

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the District.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District,

GENERAL CONDITIONS

Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must 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 on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor 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 Contractor'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 Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

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11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

11.5 AUTOMOBILE LIABILITY

11.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. 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.

GENERAL CONDITIONS

- c. Certificates of insurance shall clearly state that the District 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 District.
- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish 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 as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. 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 Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.10.2 Surety Qualification

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Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.10.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 which provides, in pertinent part:

4-343. Duties of the Contractor.

(a) **Responsibilities.** It is the duty of the contractor to complete the Work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, Inspector or DSA in the performance of such duties.

(b) **Performance of the Work.** The contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time. If at any time it is discovered that Work is being done which is not in accordance with the approved Plans and Specifications, the contractor shall correct the Work immediately. All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the Inspector, for interpretation or correction. In no case, however, shall the instruction of the architect or registered engineer be construed to cause Work to be done which is not in conformity with the approved Plans, Specifications, and Change Orders. The contractor must notify the Project Inspector, in advance, of the commencement of construction of each and every aspect of the Work.

12.1.1 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

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12.2.1 Indemnification of ADA Claims

Contractor shall indemnify, hold harmless and defend the District from ADA claims arising from the failure to comply with the Plans and Specifications. Further, any withholdings for ADA violations under Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and such Work shall be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the Non-Conforming construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not Fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or Subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fees, and additional inspection and special inspection costs).

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12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Article 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Article 12.4.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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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 District and the Contractor 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 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, written notice 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 mail to the last business address known to the party giving notice.

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 Inspector, the District, or the Architect 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 in writing.

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 Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

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The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Contractor. See Articles 3.13.1 and 4.3.6 regarding costs or expenses of inspection or testing outside of the Project Site.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector 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 may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector 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, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Article 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Articles 13.5.6 and 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Articles 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor 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 District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of

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excavation, submit to the District or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.6.2 Excavation Safety

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

13.6.3 No Tort Liability of District

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

13.6.4 No Excavation without Permits

The Contractor 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.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District 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 works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

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The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project 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 Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall be required to furnish, at least "monthly" as defined by Labor Code section 1771.4(a)(3)(A)(i), certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in an electronic format and in the manner required by the Labor Commissioner. The Contractor and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all subcontractors shall cooperate and comply with any lawful requests by

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the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, the Contractor and each Subcontractor shall keep an accurate payroll record 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 Project.
- b. All payroll records, as specified in Labor Code §1776, of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) once every thirty (30) days while Work is being performed on the Project and within thirty (30) days after the final day of Work performed on the Project (or more frequently if required by the District or the Labor Commissioner). The Contractor and all Subcontractors shall submit their own payroll records to the Labor Commissioner on the internet website of the Department of Industrial Relations and such payroll records shall be in an electronic format prescribed by the Labor Commissioner. Pursuant to Labor Code §1771.4(a)(3)(B), the Contractor and any Subcontractor who fails to furnish payroll records in accordance with Labor Code §1771.4(a)(3), relating to their own employees, shall be subject to a penalty by the Labor Commissioner. The amount of the penalty shall be One Hundred Dollars (\$100.00) for each calendar day in which such party is in violation of Labor Code §1771.4(a)(3), not to exceed a total penalty of Five Thousand Dollars (\$5,000.00) per project. Payroll records as specified in Labor Code §1776 shall also be certified and submitted to the District with each application for payment.

All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor 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 shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

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3. A certified copy of all payroll records 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 the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. 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 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. 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 non-redacted copies of certified payroll records.
- f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

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13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3); or
- c. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- d. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- e. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- f. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to 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, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the

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Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "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 ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund

The Contractor 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 shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions 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 Retention Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through

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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 shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District 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 District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, 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 five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this “Audit” is to quickly and efficiently resolve Disputes or Claims based on the actual costs incurred and to reduce the uncertainty in resolving Disputes or Claims with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, response to Request for Proposals, Disputes, Claims, or other requests for payment are in error, or have has any other concerns or questions, the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District’s Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce job cost data tied to job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce Daily Reports

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(prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in debarment proceedings, and noted as an exception to an Audit findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to the Audit findings and if either there is no Dispute of the Audit findings under Article 4.6 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Disputes, Claims, or Change Orders and may also undertake debarment proceedings under Article 15 of these General Conditions.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook
- 2009 California Stormwater Quality Association Construction BMP Handbook .
- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

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- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

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13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

13.12.3.5 Within two weeks after Award of Contract by the District, the Contractor shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the Project Inspector, Construction Manager, Architect, Commissioned Architect and District's Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.
- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.
- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data:
 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.

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2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
3. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System (“SMARTS”) system.
1. At the end of Construction Contract:
 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
 2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
 3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

- a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

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- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.
- d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and/or this Contract for the following reasons:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a Recovery Schedule;
- g. If the Contractor has been debarred from performing Work
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

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- i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the Surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
- c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate remediation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Article 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its Surety.

14.2.5 Payments upon Completion

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 Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

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District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds

In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

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All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Article be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Article are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

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ARTICLE 15 DEBARMENT

15.1 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE.

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

15.2 BOARD FINDING

The District may debar a Contractor if the Board, or the Board's delegatee, in its discretion, finds the Contractor has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of the Contract with the District

15.2.2 Committed an acts or omission which reflects on the Contractor's quality, fitness or capacity to perform Work for the District;

15.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

15.2.4 Made or submitted a false claim against the District or any other public entity.

15.3 HEARING AND PRESENTATION OF EVIDENCE

If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advise the Contractor of the scheduled date for a debarment hearing before the District Board or its delegated designee.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may,

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in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 8 – TIME

Article 8 Schedule Inclusion Requirements –The Baseline Schedule shall include the following Milestone Schedule:

1 st Publication Date:	October 27, 2023
2 nd Publication Date:	November 1, 2023
Pre-Bid Site Walk:	November 7, 2023 at 10:00 a.m.
Pre-Qualification Due:	November 16, 2023
Pre-Bid RFI Deadline:	November 9, 2023 at 10:00 a.m.
Last Day to Post Addenda:	November 20, 2023 at 2:00 p.m.
Bid Due Date:	November 27, 2023 at 2:00 p.m.
Award of Contract:	December 6, 2023
Contract Time:	292 Calendar Days

Article 8.2.2 Performance During Working Hours – delete this Article and replace with the following:

8.2.2 Where a single shift is worked, eight (8) consecutive hours between **7:00 AM** and **3:30 PM** shall constitute a work day at the applicable prevailing wage rate(s).

Article 8.2.2 Performance During Working Hours – delete this Article and replace with the following:

8.2.2 Forty (40) hours between **Monday, 7:00 AM** and **Friday, 3:30 PM** shall constitute a work week at the applicable prevailing wage rate(s);

Article 8.4.1 Liquidated Damages – Contractor will be liable to the District for Liquidated Damages pursuant to Article 8.4 for each calendar day of delay in the amount set forth in the Agreement Form.

\$1,000,001 - \$5,000,000

\$2,000/ per day

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

SUPPLEMENTARY GENERAL CONDITIONS

Protection of Persons and Property until achievement of Substantial Completion. The Contractor is to conduct safety meetings once per week with the Contractor's employees, subcontractors and any tiers thereof. Minutes of the safety meetings are to be submitted to the Construction Manager ("CM") on that date's Daily Report, prior to approval of monthly pay requests. In addition, the General Contractor must provide the CM and Inspector of Record with a copy of its safety plan, SWPPP Plan, MSDS sheets/binder, and copies of safety plans from each of the General Contractor's subcontractors at the start of the Project.

The General Contractor is required to keep the school site and the construction zone in a clean, safe, and secure condition.

ARTICLE 11 – INSURANCE AND BONDS

Article 11.10 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is one (1).

Deductibles: In the event of a loss caused by or contributed by a Division Contractor, and covered or insured by the project course of construction insurance, the Division Contractor is responsible for paying the deductible or its prorated share.

Certificate Holder: Certificate Holder shall be El Monte Union High School District and its elected and appointed officials, officers, employees, agents and volunteers as additional insured's.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.7.2 Holiday and Overtime Pay

The project recognizes the following seven (7) holidays ONLY:

1. New Years' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day.
2. ALL other days in the calendar year is considered a **workday**. Any day that the Contractor recognizes as a holiday that is above and beyond the list noted above, Contractor will be expected to be on-site with the correct crew size. Contractor shall include in their base bid all costs associated with any additional holidays Contractor and /or their subcontractor recognizes.

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IMPORTANT NOTES:

1. New Construction and Modernization of Existing Facilities within Project

1.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

1.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

1.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

1.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

1.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2. Badge Policy for Contractors

2.1 All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

2.1.1 Badges must be filled out in full and contain the following information:

2.1.2 Name of Contractor

2.1.3 Name of Employee

2.1.4 Contractor's address and phone number

2.2 Badges are to be worn when the Contractor or its employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

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2.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

2.4 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

2.5 Additionally, all Contractors may be required to wear District I.D. Badges depending on location of work, school session schedules, and if students are present at the school site. Contractors shall refer to Criminal Background Investigation Certification document and requirements.

3. Fingerprinting

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

District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor, Sub-Contractors, and their respective employees.

Fingerprinting and background checks ARE required of all Contractors' jobsite supervisors. This information shall be readily available to view by the District at any time.

The Contractor must provide certification of Department of Justice Clearance for job site supervisor's employed by the Contractor and all its Subcontractors obtained through LiveScan. Clearance must be obtained using the Contractor's ORI (Origination Number). Local agency clearances including but not limited to DMV, Police Department, and/or the Sheriff's Department are not acceptable.

When necessary, the District may call for fingerprinting of all employees if there will be more than limited contact with school students.

4. Project Work Hours

4.1 Normal Work hours shall be conducted weekdays during the hours of 7:00 a.m. to 3:30 p.m.

4.2 Work may be conducted during Saturdays and evening hours, only when written notification to the Construction Manager and the District, submitted at least forty-eight (48) hours in advance of the starting date and time of such work, has been formally approved for the anticipated schedule of Work activities. If the Contractor, Subcontractors, or one of their fabricators elects to work other than normal working hours, more than eight (8) hours per day, or more than forty (40) hours per week, on items that require inspection by the District's (DSA) inspector, the premium cost of the overtime pay for the inspector shall be deducted from the Contract sum. The Contractor's Superintendent or an approved

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alternate shall be present at the Site at all times when the Contractor and/or its Subcontractors are performing work at the Site.

4.3 Deliveries, worker arrivals and departs will not be allowed during the following time frames while school is in session: weekdays – 7:45 a.m. to 8:30 a.m.

5. Traffic Control

5.1 Contractor to provide traffic control barriers, barricades as approved by Cal-Trans, and flagmen when necessary throughout the construction period.

5.2 Contractor shall provide flagmen, pedestrian control barriers and warning signage at all entrances and exits to the construction site: equipment operations, deliveries, worker arrivals and departs. Further, the contractor will close all entrances and exits by means of chain link gate when entrances are not in use.

5.3 Contractor to provide flagmen (wearing safety vests with reflectors) necessary for vehicular and pedestrian traffic control.

5.4 Contractor to provide temporary traffic control barriers to ensure safety of all persons and property.

5.5 Comply with special hauling traffic requirements in the Contract Documents. Present written plan to the Environmental Consultant before commencing work.

5.6 The Contractor must develop and present a written traffic control and pedestrian safety access plan and obtain written approval from the District before mobilizing to the Project Site. The Contractor must include in the bid all costs to provide flagmen and traffic and pedestrian control devices for the duration of the Project, inclusive of Work that impacts El Monte Union High School District student bus transportation schedules, drop-off/pick-up hours.

5.7 Contractor shall obtain District school and student bus schedules from the District.

6. Crane Equipment Operator, Riggers and Signal Persons

The Contractor shall submit written proof that all crane operators comply with OSHA § 1926.1427(e) and (j). (§ 1926.1427(a)) and riggers comply with (§1926.1404 and § 1926.1425). The Contractor shall submit an Activity Hazard Analysis (AHA) for crane setup and lift point plan before work begins demonstrating the planned equipment can safely handle the loads being lifted. The plan must include spotter and signal person stand points and implementation of barricades and other devices to warn others of the operations.

7. Coordination of Work

7.1 Contractor shall ensure that all Work under the Contract, whether performed by the Contractor or any of its Subcontractors, is coordinated, performed, and completed as noted above and as identified in the Contract Documents.

7.2 Contractor shall be fully aware that the school may be in full operation in all areas of the premises except where fenced off for the Work. It is the Contractor's sole and full responsibility to

SUPPLEMENTARY GENERAL CONDITIONS

ensure that existing service of ALL utilities to areas outside the Work area is uninterrupted throughout the Project duration. If any utility must be interrupted as a requisite step in completing the Work, Contractor shall take all measures necessary to minimize the interruption and limit the duration of such interruptions to outside regular hours of school operation between **7:00 AM and 3:30 PM, Mondays through Fridays**. Such measures shall include, but not be limited to, provision of temporary connections, and/or installation of new work parallel to existing facilities to or near the point of connection in order to achieve switch-over of existing service within time allowed by District.

7.3 Contractor is advised school may be in session during performance of the Work. Contractor shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the District, Contractor shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation. Contractor shall install and maintain air compressors, tractors, cranes, hoists, vehicles, and other internal combustion engine equipment with mufflers, including unloading cycle of compressors.

7.4 Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

7.5 Contractor to verify testing periods with the District Representative prior to bidding.

8. Request(s) for Information (RFI)

In addition to the Terms and Conditions detailed in Article 18 of the General Conditions the following amplified requirements are made a part of the Contract.

8.1 When the Contractor believes it is unable to determine from the Drawings, Specifications, or other portions of the Contract Documents, the material, process, or system to be installed, the District shall be requested to make a clarification and/or provide information of the indeterminate item and/or issue in the form of a Request for Information (RFI) to the District.

8.2 All RFI's shall be reviewed by the Construction Manager (CM) and Project Inspector and only submitted to the District when the CM and Project Inspector agree additional information is required.

8.3 RFI's shall be submitted electronically utilizing the Districts online management software and on District approved form. Forms shall be completely filled in, and shall be fully legible. The Contractor shall carefully review the RFI language to ensure complete sentences are used and the Contractor shall format in the form of a question.

8.4 All RFI's shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

8.5 RFI's that do not clearly identify the item and/or issue that the Contractor believes is indeterminate will be rejected by the District, noting the reason for rejection and resubmittal requirement.

SUPPLEMENTARY GENERAL CONDITIONS

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

8.6.1 RFI's are to be originated by the Contractor only.

8.6.2 RFI's from subcontractor or material suppliers shall be submitted as a Contractor RFI only.

8.6.3 RFI's are not to be used for the following purposes:

8.6.3.1 To request approval of submittals.

8.6.3.2 To request approval of substitutions.

8.6.3.3 To request changes which entail additional cost or credit.

8.6.3.4 To request different methods of performing work than those drawn and specified in the Contract Documents.

8.7 In the event the Contractor believes that a response by the District results in additional cost or time, Contractor shall not proceed with work indicated by the RFI until a Potential Change Order (PCO) is prepared and approved and/or the District issues a Construction Change Directive (CCD), utilizing the process stipulated in the Contract Documents. RFI's shall not automatically justify a cost increase in the work or a change in the Construction Schedule. District responses to RFI's shall not be construed as approval to perform extra work.

8.8 Contractor shall allow for up to seven (7) calendar days review and response time for RFI's submitted to the District. If, the District rejects an RFI because of incomplete information or requests the Contractor provide additional information the seven (7) calendar days for review and response time restarts.

8.9 If more than five (5) RFI's are in the review process by the District, the Contractor will prioritize and identify in writing which RFI's are most critical to the Construction Schedule of the Project.

9. Substitution for Specified Items

9.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

9.2 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or Change Order.

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9.3 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400©; therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

9.4 A request for a substitution shall be submitted as follows:

9.4.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

9.4.2 Contractor shall provide data substantiating a request for substitution of “an equal” item, including but not limited to the following:

9.4.2.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

9.4.2.2 Available maintenance, repair or replacement services;

9.4.2.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

9.4.2.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

9.4.2.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

9.5 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

9.5.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

9.5.2 The Contractor provides the same or longer warranties and guarantees for the substitute that would be provided for that specified;

9.5.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

9.5.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

9.5.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the

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originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

9.6 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

9.7 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

9.8 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Construction Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Construction Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

10 Permits, Certificates, Licenses, Fees, Approvals

10.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

10.1.1 Utility Connection Fees/City B Permit for Street Improvements

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

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

10.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

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

10.2.1.2 Storm Water Pollution Prevention Plan ("SWPPP") contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

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10.2.1.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.

10.2.1.2.2 Construction sites where:

10.2.1.2.2.1 One (1) or more acres of soil will be disturbed, or

10.2.1.2.2.2 The Project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

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

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

10.2.3.1 At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the Site; and

10.2.3.2 Monitoring any Numeric Action Levels (NALs), if applicable.

11 Temporary Facilities for Lay-Down and Storage

Areas as authorized by the District Representative to the **Contractor to be utilized for lay down, materials storage or Project access will be returned to the original condition and the contractor shall bear all costs to restore regardless of cause and without regard to whether there are notes or other directives within the Contract Documents.** Contractor shall rearrange and/or move all temporary facilities as necessary to accomplish its work without unreasonable inconvenience to the District Representative. In any instance, electrical outages shall last no longer than twenty-four (24) hours.

12 Owner Furnished Contractor Installed Equipment Delivered to District Warehouse

12.1 Upon receipt of Owner Furnished Contractor Installed (OFCI) item/equipment, the Contractor shall inspect the material and/or equipment for damage and verify it is in proper working order. If damage is discovered or there are other discrepancies discovered, the Contractor shall notify the District within 24-hours of receipt of the material and/or equipment. If the Contractor does not notify the District within that time frame, it will be the Contractor's responsibility to repair or replace the material and/or equipment transferred.

12.2 If, due to security reasons, any OFCI item/equipment is delivered to the District Warehouse, located at 1003 Durfee Ave., South El Monte, CA 91733, the Contractor shall coordinate pick-up and deliver to designated Project Site at no charge to the District. Equipment pick-ups shall be coordinated in advance with the Construction Manager and District.

13 Disabled Veteran Business Enterprises

SUPPLEMENTARY GENERAL CONDITIONS

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding and the Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

14 Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract.

15 Labor Compliance

Contractor is to submit certified payroll records (CPRs) to the Department of Industrial Relations ("DIR") Labor Commissioner and awarding body. Visit the DIR website for additional information at:

<https://www.dir.ca.gov/Public-Works/SB854.html>

Contractor is to retain all certified payrolls for a period of no less than (5) five years from date of completion as noted in the General Conditions.

16 Safety and Security

Each Contractor shall complete a Job Site Orientation with the Construction Manager prior to starting contracted work. Site safety and security is the responsibility of the Contractor.

17 Closeout Documentation

General Contractor will coordinate with Construction Manager and all Division Contractors to provide the following closeout documentation in addition to those referenced in the General Conditions

and Project Specifications. General Contractor will assemble and submit closeout documentation from all Division contractors through Construction manager as outlined below:

- (3) Complete sets of all applicable warranties; to be originals with wet signatures.
- (4) USB Memory Drives containing all approved submittals; to be scanned in color.
- (3) Complete sets of operation and maintenance manuals; to be properly bound, itemized/divided.

18 As-Built Drawings

General Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings, in addition to maintaining one complete set of record drawings in the Construction Manager's/Inspector of Record's office. Prior to approval of monthly pay requests, CM Project Superintendent, the Inspector

SUPPLEMENTARY GENERAL CONDITIONS

of Record, and the Architect will verify the as-built drawings and updating of project record drawings in the CM trailer.

The General Contractor shall be monetarily responsible for reproduction of the final record set of drawings (as-builts) for all category scopes of work at the conclusion of the project. The District reserves the right to procure this work and forward a deductive change order to the General Contractor for all applicable costs and provide Closeout Documents as specified above.

- (1) Complete sets of colored (red-lined) as-built drawings (inclusive of ALL category scopes of work).
- (3) As-Built Drawing USB Memory Drives (inclusive of ALL category scopes of work); to be scanned in color.

19 Warranty

In addition to all applicable manufacturers' warranties required per the Technical Specifications, all Division Contractors as well as all subcontractors shall utilize the attached workmanship/installation warranty form and deliver a completed warranty form for their portion of the work to the CM prior to final payment.

20 Definitions

General Conditions Article 1 Definitions are hereby supplemented as follows:

1. Substantial Completion: The date upon which all items of work have been provided and are considered complete by the Contractor. The Inspector of Record and the Construction Manager shall also concur that all items of work have been provided. Or, if mutually agreed between the District and the Contractor, the date upon which the District takes occupancy of the facility. Partial occupancy per Article 2.5.1 shall not be considered Occupancy for the purpose of establishing the date of Substantial Completion. The District shall not be obligated to Occupy the facility if all items of work have not been completed. Alternatively, the date upon which the District accepts the work shall be considered the date of substantial completion.
2. Final Completion: The date when all punch list items have been cleared by the Inspector of Record and all other contractual requirements, including but not limited to, all testing, inspections, reports, record documents, site work, software, programming, and any incomplete Change Order documents have been completed to the satisfaction of the Construction Manager, District and Architect in accordance with **Article 9.9.2**.
3. Construction Period: Beginning on and including the Notice to Proceed date and ending on and including the Final Completion Date as indicated in the original Contract Schedule as amended from time to time by appropriate Change Order.

21 Testing Days

The contractor shall include approximately fourteen (14) calendar days in its Preliminary Schedule and the Construction Schedule. Number of testing days subject to change by the District based on testing days and requirements stipulated by the State of California.

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22 Inspections

The Contractor shall be responsible for requesting inspection of any and all aspects of work completed as per plans and/or deemed necessary per the Construction Manager. The Construction Manager shall determine the maximum number of crews that can safely work on the job for the purpose of determining whether any back charges will be due. The Contractor is obligated to plan any work that requires continuous inspection in such a way that the total duration of that activity is reduced to the minimum to restrain the cost of continuous inspection to the Owner.

23 Utility Connection Requirements

General Conditions Article 9.9.2(a) is hereby supplemented as follows: In addition to any punch lists and inspections performed by the Owner, Architect or Construction Manager, the Contractor shall obtain and complete a punch list for any Work within the public right of way or work performed on public utilities from each jurisdiction's inspector. Corrective work shall be completed according to the instructions of each jurisdiction's inspector whether or not those instructions are consistent with the original approved contract documents. The Contractor shall cause all corrective work to be completed, to the satisfaction of each inspector, at no additional charge to the Owner.

24 Miscellaneous Provisions

All trades excavating or working in existing landscape areas shall be responsible for repairing any damage to irrigation and plants. Plants shall be avoided and protected.

No material storage in fire lane. Vehicles/machinery parked in fire lane must have spotters assigned to watch and secure the vehicle. Failure to follow this requirement will force the towing of the vehicle.

No personal vehicles onsite; all personal vehicles (including Division Contractor and tiered subcontractor vehicles) must park offsite. Failure to follow this requirement will force the towing of the vehicle.

Contractor shall at all times while on District premises exercise caution and maintain a vehicle speed of no more than five (5) MPH, and obey all posted traffic signs and signals.

All areas of work may not be available at the same time and may require more than one move-on by the Division Contractor and tiered subcontractors to complete an item of work.

All Division Contractors will supply a CPM project schedule outlining the planned approach to complete the project within the time period stated in the contract. This CPM schedule will be updated by the Division Contractors and submitted to the CM every month prior to approval of payment. The CM reserves the right to update, modify, revise and otherwise change the project schedule to accommodate the best interests of the District at any time during course of construction. Although the CM will make every effort to accommodate all Prime and Subcontractors in a fair and productive manner, no construction schedule is without challenges. Prime and Subcontractors shall conform to these schedule revisions immediately, cooperatively and without any additional cost to the District or CM. Likewise, all Prime and Subcontractors shall provide regular and timely schedule input and provide adequate resources required to meet schedule requirements in a cooperative and proactive manner. In as much as possible, CM shall accommodate this Prime and Subcontractor input as far as

SUPPLEMENTARY GENERAL CONDITIONS

it works for the Owner and all other Prime and Subcontractors so that the CM schedule will ultimately prevail.

25 Owner Training Specifications

It is the responsibility of the contractor to provide training to the owner and site personnel on all new equipment or systems installed during the course of the project. The contractor will provide a 1-hour training session covering the maintenance and operations of the specified equipment or system. The contractor will provide the CM with a training schedule at least ten (10) business days prior to the first planned training. The owner has the right to accept or reschedule these trainings at their discretion. The Contractor will provide two hard copies of the Operations and Maintenance manuals. The O&M manuals will be turned over to the CM with the training schedule. Videos of the trainings will be taken and submitted to the District by the associated Division Contractor.

26 Existing Conditions

It is the responsibility of all Contractors to provide all necessary protection of the existing finishes, furniture, structure, and general site conditions. In the event that any of the existing conditions are damaged or removed during the course of work, the contractor is responsible to restore or replace the impacted area/item to its preconstruction condition or rating. This includes but is not limited to; tgrid, ceiling tile, walls, floors, furniture, fire rated walls, structural members, curbs, roofing systems, lighting, concrete, asphalt, landscape, etc.

27 Housekeeping

It is the Contractor responsibility to maintain a clean site and work environment. In the event that the site housekeeping is unsatisfactory to the District or CM, it is the responsibility to correct the issue. The CM and District reserve the right to have the Contractor provide two laborers perform general housekeeping for a minimum two hours a week, at no additional cost, if the Contractor does not correct the issue within one week of a formal notice.

28 Construction Software

All contractors will be required to utilize various Construction Software Programs. Procore will be the primary system for project tracking. The Procore account will be provided and managed by the Construction Manager. Procore will be used to track items such as billings, change orders, RFIs, submittals, inspection requests, etc.

All information stored in Procore is the property of the District. Contractor is responsible for making all files available to the District during and after the completion of the project.

29 Pre-Construction/Pre-Installation Meetings

All Contractors will be required to participate in Pre-Construction/Preinstallation Meetings as scheduled by the Construction Manager. The intent of these meetings is to coordinate between the various Division Contractors and their subcontractors to avoid conflict between trades prior to work being installed. These meetings should have in attendance at minimum the project foreman and PM, or other authority capable of making decisions with potential financial impact. Attendance at these is mandatory.

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- 30** All contractors and subcontractors are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.
- 31** All contractors and subcontractors personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.
- 32** Only personnel working on the contract will be allowed to enter the site. No transient vendors, portable food service entities or others will be allowed to enter the campus without prior authorization from the District.
- 33** Non-compliance with any of the above-stated rules of conduct by any contractor or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.
- 34** Campus is active throughout the entire duration of the project, including summer and winter breaks. This is a phased project and requires flexibility and multiple mobilizations.

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PROJECT WARRANTY

FOR THE FOLLOWING SPECIFICATION(S) & SCOPE OF WORK

Description of the Work warranted by this contractor:

Drawing sheets describing the Work warranted by this contractor:

Specification sections describing the Work warranted by this contractor:

We, the undersigned, do hereby warrant and guarantee that the portion of the Work described above which we have provided for:

EL MONTE UNION HIGH SCHOOL DISTRICT

ARROYO HIGH SCHOOL MODERNIZATION PACKAGE 1 PROJECT

is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of **ONE (1) YEAR** from date of recording of the Notice of Completion by the District, **El Monte Union High School District**, without any expense whatsoever to the said District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within TEN (10) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Name: _____ Signed: _____ Date: _____
(Subcontractor – As Applicable)

Name: _____ Signed: _____ Date: _____
(General Contractor)

Local Representative to be contacted for services:

Name: _____ Phone No. _____

Address: _____ E-Mail: _____

State License No: _____ Website: _____

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Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.

Architect

District

SUPPLEMENTARY GENERAL CONDITIONS

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date:
_____.

Architect

EXHIBIT “B”
CONSTRUCTION SCHEDULE

Project Schedule

[illegible]

PD - Assessment/Programing/Scoping
SD - Schematic Design
DD - Design Development
CD - Construction Documents
BN - Bid / Negotiation
CA - Construction
CO - (DSA and Non-DSA)

EXHIBIT "C"
OFCI EQUIPMENT

- 1. HVAC DRAWINGS**
- 2. HVAC SPECS**
- 3. MECHANICAL SUBMITTALS**

GENERAL NOTES			
1.	8-1/2x11 BOOK SPECIFICATIONS SHALL FORM PART OF THIS WORK.	23.	NOTE THE CRITICAL SPACE AVAILABLE ABOVE CEILINGS. PROVIDE TRANSITION PIECES AT CROSSOVERS, UNDER BEAMS, OVER/UNDER PIPES, AS REQUIRE ACCOMMODATE DUCTS WITHIN SPACE AVAILABLE, PROVIDING EQUIVALENT DUCT SIZE TO THE DIMENSION SHOWN. COORDINATE CLOSELY WITH OTHER SECTIONS TO REDUCE NECESSITY OF TRANSITIONS TO A MINIMUM. NO ADDITIONAL COSTS WILL BE PAID FOR ANY REQUIRED TRANSITIONS OR OTHER SPECIAL CHANGE SHAPE PIECES.
2.	ALL DUCTWORK AND CEILING PENETRATION SHALL BE COORDINATED WITH EXISTING STRUCTURAL JOISTS AND BEAMS. PROVIDE OFFSETS IN PIPES AND DUCTS TO AVOID CUTTING OF BEAMS AND JOISTS UNLESS INDICATED ON STRUCTURAL DRAWINGS.	24.	UPON COMPLETION OF WORK, THE CONTRACTOR SHALL HAVE ALL AIR SYSTEMS BALANCED TO INDICATED AIR FLOW QUANTITIES BY A CERTIFIED AABC BALANCING CONTRACTOR. PROVIDE POST-CONSTRUCTION AIR BALANCE REPORT.
3.	MAINTAIN CLEAR ACCESS TO SERVICE EQUIPMENT AND OTHER ACCESSORIES REQUIRING SERVICE, VISUAL INSPECTION OR HAND OPERATION, WHERE INDICATED OR REQUIRED. PROVIDE ACCESS PANELS OF THE TYPE SELECTED TO SUIT MATERIALS IN WHICH INSTALLED.	25.	MAXIMUM LENGTH OF RUN OF FLEXIBLE DUCT SHALL NOT EXCEED 5'-0" FEET.
4.	ALL WORK SHALL BE DONE IN ACCORDANCE WITH LATEST APPLICABLE CODES AND REGULATIONS PER CALIFORNIA AND OTHER AUTHORITIES HAVING JURISDICTION.	26.	ALL EXISTING DUCT INSULATION SHALL BE THOROUGHLY PATCHED PRIOR TO STARTUP OF EXISTING EQUIPMENT.
5.	THE MECHANICAL DRAWINGS ARE DIAGRAMMATIC AND SHOULD NOT BE SCALED EXISTING CONDITIONS AND MAKE ADJUSTMENTS TO DIMENSIONS AS NECESSARY TO COMPLETE THE WORK.	27.	ALL OPENINGS IN WALLS, CEILINGS, AND FLOORS RESULTING FROM DUCT DEMOLITION SHALL BE CLOSED AND FINISHED TO MATCH THE SURROUNDING.
6.	CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL ARRANGE FOR ALL INSPECTIONS AS REQUIRED.	28.	RUNNING ALL DUCTWORK AND PIPING AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. PIPING SHALL BE ABOVE DUCTWORK.
7.	CONTRACTOR SHALL THOROUGHLY EXAMINE PREMISES AND OBSERVE ALL CONDITIONS AND CIRCUMSTANCES UNDER WHICH THE WORK SHALL BE PERFORMED. NO ALLOWANCES WILL BE MADE FOR ERRORS OR NEGLIGENCE IN THIS RESPECT.	29.	REPAIR CEILING AND WALL SURFACES AFTER INSTALLATION AND INSPECTION OF NEW MECHANICAL DUCTWORK. FANS, ETC. ARE INSTALLED. PAINT OR INSTALL NEW TILE TO MATCH EXISTING CONDITION AND SURROUNDINGS. VERIFY WITH ARCHITECT. PATCH AND/OR REPAIR ROOF SYSTEM IF ANY DEMOLITION WORK FOR MECHANICAL SYSTEM AFFECTED THE ROOF.
8.	THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE IMPORTANCE OF PROPER SCHEDULING AND PHASING OF THE WORK SO AS TO CAUSE MINIMUM DISTURBANCE TO THE ACTIVITIES IN THE OTHER FLOORS AND AREAS WHICH REMAIN OCCUPIED THROUGHOUT THE DURATION OF THE CONTRACT. THE CONTRACTOR'S WORK SCHEDULE SHALL BE SUBMITTED TO AND APPROVED BY OAR.	30.	CONTRACTOR SHALL PROVIDE "YOUNG" REGULATORS IN LIEU OF VOLUME DAMPERS IN HARD CEILING AREAS AT EACH BRANCH TAKE-OFF FROM MAIN SUPPLY. RETURN AND EXHAUST DUCT SERVING EACH AIR DEVICE. ALL MANUAL VOLUME DAMPERS MAY NOT BE SHOWN ON PLANS. PROVIDE AS STATED.
9.	CONTRACTOR SHALL PERFORM WORK ONLY AFTER THE GATHERING OF EXACT FIELD DIMENSIONS OF THE BUILDING STRUCTURE AND CEILINGS ETC. WHICH MAY AFFECT THE INSTALLATION OF THE NEW SYSTEMS.	31.	THE SEISMIC ANCHORAGE OF MECHANICAL AND ELECTRICAL EQUIPMENT SHALL CONFORM TO C.C.R TITLE 24, OF SECTION 16 AND 16A CBC-2022 AND ASCE 7-10. A COPY OF THE GUIDELINES PUBLISHED BY SMACNA SHALL BE PROVIDED BY THE CONTRACTOR AND KEPT ON THE JOB SITE AT ALL TIMES.
10.	OTHER CONTRACTOR SHALL FULLY COORDINATE ALL WORK WITH OTHER TRADES TO ASSURE ALL WORK CAN BE PROPERLY INSTALLED WITHOUT INTERFERENCE OR DELAY.	32.	ANY EQUIPMENT, DUCTWORK, OR PIPING INSTALLED MORE THAN 1 FT FROM THE LOCATION SHOWN ON THE RAWINGS SHALL BE CLEARLY DOCUMENTED ON THE FIELD. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS THAT CLEARLY SHOW THE LOCATION OF THE THE EQUIPMENT BEFORE THAN COMPLETION OF THE PROJECT. ALL EXPENSE RELATING TO VERIFY THE AS-BUILT DRAWINGS BY THE DISTRICT OR ITS REPRESENTATIVE(S) DUE TO INACCURATE OR INCOMPLETE RECORD SHALL BE BORN BY THE CONTRACTOR.
11.	CLEAN UP ALL WASTE AND DEBRIS AT THE END OF EACH WORKING DAY AND AT THE COMPLETE OF THE JOB.	33.	CONTRACTOR HAS THE OPTION TO CHANGE DUCT TO ROUND AS LONG AS INTERIOR ASPECT RATIO IS MAINTAINED, AND SPACE ALLOWS.
12.	PRIOR TO STARTING WORK, SUBMIT SHOP DRAWINGS FOR ALL MECHANICAL EQUIPMENT & DUCTWORK PER SPECIFICATIONS.	34.	RECORD PLANS "AS BUILTS" - THROUGHOUT CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN A CLEAN, UNDAMAGED SET OF PRINTS OF DRAWINGS AND SHOP DRAWINGS ON SITE. RED LINE THE SET TO SHOW THE ACTUAL INSTALLATION WHERE THE INSTALLATION VARIES SUBSTANTIALLY FROM THE WORK AS ORIGINALLY SHOWN. FOR CLOSE OUT, THE CONTRACTOR SHALL INCORPORATE THE CHANGES IN AUTOCAD FORMAT INTO THE APPROPRIATE ORIGINAL DRAWINGS. SIMPLE ATTACHMENTS SUCH AS REFERENCING CHANGE ORDERS, SHOP DRAWINGS, RFC'S OR RFI'S ARE NOT ACCEPTABLE.
13.	EXACT LOCATIONS OF ALL CEILING DIFFUSERS, REGISTERS, AND GRILLES SHALL BE COORDINATED WITH LIGHTING. CEILING DIFFUSERS SHALL HAVE A MINIMUM OF 36" FROM ANY FIRE ALARM DEVICES.	35.	DUCT SIZES SHOWN ON DRAWINGS ARE IN INCHES (CLEAR INSIDE DIMENSIONS) AND REPRESENT THE FREE OR UNOBSTRUCTED AREA REQUIRED ON THE INSIDE OF THE DUCT.
14.	CONTRACTOR SHALL MOUNT AND CONNECT EACH ITEM OF EQUIPMENT AS SHOWN ON PLAN	36.	DUCT LINERS AND ALL OTHER AIRSTREAM SURFACES, EXCEPT SHEET METAL SURFACES AND METAL FASTENERS, SHALL BE RESISTANT TO MOLDE GROWTH IN ACCORDANCE WITH STANDARDIZED TEST METHOD, SUCH AS THE MOLD GROWTH AND HUMIDITY TEST IN UL 181, ASTM C 1338 OR ASTM D3273.
15.	ALL OPENINGS IN WALLS, CEILINGS, AND FLOORS RESULTING FROM DUCT DEMOLITION SHALL BE CLOSED AND FINISHED TO MATCH THE SURROUNDING.	37.	PROVIDE MANUAL VOLUME DAMPERS AT ALL BRANCH DUCTWORK SERVING SUPPLY, OUTSIDE, RETURN AND EXHAUST REGISTERS.
16.	COORDINATE WITH PLUMBING TO PROVIDE CONDENSATE DRAIN LINES FOR ALL COOLING COILS.	38.	CONTRACTOR TO MAINTAIN DAILY PROTECTIVE SEAL OF DUCT OPENINGS.
17.	ALL SUPPLY & RETURN DUCTWORK SHALL BE INSULATED PER TITLE-24 REQUIREMENTS.		
18.	PROVIDE VOLUME DAMPERS AT EACH BRANCH TAKE-OFF FROM MAIN SUPPLY RETURN, AND EXHAUST DUCT SERVING EACH AIR DEVICE.		
19.	WHEN REMOVING EXISTING DUCTWORK, GRILLES, ETC., PATCH AND SEAL (WEATHER TIGHT IF NECESSARY) ALL WALL OPENINGS. REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS.		
20.	ALL EQUIPMENT WITH MOVING PARTS SHALL BE PROVIDED WITH FLEXIBLE DUCT AND PIPE CONNECTIONS.		
21.	CONTRACTOR SHALL VERIFY ALL CLEARANCES AND AVAILABLE SPACE FOR DUCTWORK PRIOR TO ORDERING AND/OR FABRICATING MATERIAL.		
22.	EXACT LOCATIONS OF ALL CEILING DIFFUSERS, REGISTERS, AND GRILLES SHALL BE COORDINATED WITH LIGHTING. DRAWINGS SHALL BE USED ONLY FOR GENERAL DUCT ROUTING AND AIR DISTRIBUTION.ACCESS DOORS SHALL BE PROVIDED ON ALL FIRE DAMPERS, AUTOMATIC DAMPERS, MANUAL DAMPERS, AND BYPASS DAMPERS.		

TITLE 24 NOTES	
1.	ALL THERMOSTATS SHALL HAVE A DEADBAND BETWEEN HEATING AND COOLING. CAPABLE OF ADJUSTMENT UP TO 10°F.
2.	ALL EQUIPMENT DESIGNED TO BE FIXED IN POSITION SHALL BE SECURELY FIXED IN PLACE IN ACCORDANCE WITH SEISMIC REQUIREMENTS.
3.	REQUIRED ROUTINE MAINTENANCE ACTION SHALL BE CLEARLY STATED AND INCORPORATED ON A READILY ACCESSIBLE PERMANENT WEATHERPROOF LABEL. THE LABEL MAY BE LIMITED TO CROSS-REFERENCING THE MAINTENANCE MANUAL IF SUCH MAINTENANCE ACTION IS DESCRIBED THEREIN FOR THE LABELED ITEM.
4.	AIR-HANDLING DUCT SYSTEMS SHALL BE CONSTRUCTED, INSTALLED, SEALED, AND INSULATED AS PROVIDED IN THE LATEST EDITION OF THE UNIFORM MECHANICAL CODE CHAPTER 6 OR SMACNA GUIDELINES AS A MINIMUM.
5.	ALL EQUIPMENT SHALL CONFORM TO AND BE CERTIFIED IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND THE REQUIREMENTS FOR SUCH DEVICES GIVEN IN THE PLANS AND SPECIFICATIONS APPROVED BY THE LOCAL ENFORCEMENT AGENCY.
6.	ALL EQUIPMENT SHALL BE LABELED AS TO FUNCTION AND SPACES SERVED. (SEE SCHEDULE)

CODE STANDARDS	
CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING PARTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR):	
PART 1 2022 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE PART 2 2022 CALIFORNIA BUILDING CODE (CBC) VOLUME 1 AND 2 PART 3 2022 CALIFORNIA ELECTRICAL CODE (CEC) PART 4 2022 CALIFORNIA MECHANICAL CODE (CMC) PART 5 2022 CALIFORNIA PLUMBING CODE (CPC) PART 6 2022 CALIFORNIA ENERGY CODE (CEC) PART 7 CURRENTLY VACANT PART 8 2022 CALIFORNIA HISTORICAL BUILDING CODE PART 9 2022 CALIFORNIA FIRE CODE (CFC) PART 10 2022 CALIFORNIA EXISTING BUILDING CODE PART 11 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE PART 12 2022 CALIFORNIA REFERENCED STANDARDS	
PARTIAL LIST OF APPLICABLE STANDARDS: 2013 CALIFORNIA BUILDING CODE (FOR SFM) REFERENCED STANDARDS CHAPTERS 35 AND 45. NFPA 13, AUTOMATIC SPRINKLER SYSTEMS (CALIFORNIA AMENDED) 2022 EDITION NFPA 14, STANDPIPE SYSTEMS (CALIFORNIA AMENDED) 2022 EDITION NFPA 17, DRY CHEMICAL EXTINGUISHING SYSTEM 2013 EDITION NFPA 17A, WET CHEMICAL SYSTEMS 2013 EDITION NFPA 20, STATIONARY PUMPS 2022 EDITION NFPA 24, PRIVATE FIRE MAINS (CALIFORNIA AMENDED) 2022 EDITION NFPA 72, NATIONAL FIRE ALARM CODE (CALIFORNIA AMENDED) 2013 EDITION (NOTE: SEE UL STANDARD 1971 FOR "VISUAL DEVICES") NFPA 80, FIRE DOOR AND OTHER OPENING PROTECTIVES 2022 EDITION NFPA 253, CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS 2015 EDITION NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS 2015 EDITION REFERENCE CODE SECTION FOR NFPA STANDARDS-2001 CBC (SFM) 3504.1	

LIFE SAFETY CONTROL NOTES	
1.	COORDINATE WITH LIFE SAFETY CONTRACTOR FOR THE INTERCONNECTING OF HVAC EQUIPMENT WITH THE BUILDING FIRE ALARM SYSTEM FOR SHUT DOWN UPON A SIGNAL FROM THE FIRE ALARM SYSTEM.
2.	ALL BUILDINGS ARE PROVIDED WITH AREA TYPE SMOKE DETECTORS IN EACH ROOM INTERLOCKED WITH THE FIRE ALARM SYSTEM.
3.	AREA TYPE SMOKE DETECTORS WILL BE INSTALLED (REFER TO ELECTRICAL DRAWINGS FOR DETAIL). TO SIGNAL THE FIRE ALARM SYSTEM. THE FIRE ALARM SYSTEM SHALL SHUT DOWN THE AH UNITS AS DESCRIBED IN NOTE NO. 1. REFER TO THE ELECTRICAL DRAWINGS FOR LOCATION OF ALL AREA TYPE SMOKE DETECTORS.

MEP COMPONENT ANCHORAGE NOTE	
MEP COMPONENT ANCHORAGE NOTE ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTER 13, 26 AND 30.	
1.	ALL PERMANENT EQUIPMENT AND COMPONENTS.
2.	TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS, OR WATER. PERMANENTLY ATTACHED SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING A FLEXIBLE CABLE.
3.	TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.
THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS.	
A.	COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B.	COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM THE ROOF OR FLOOR OR HUNG FROM A WALL.
THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.	
PIPING, DUCTWORK, ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE	
PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8, AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25 AND 1617A.1.26.	
THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WENTS ARE BASED ON A PRE-APPROVED INSTALLATION GUIDE (E.G., OSHPD OPM FOR 2013 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.	
MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING, (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E)	
MP <input type="checkbox"/> MD <input type="checkbox"/> PP <input type="checkbox"/> E <input type="checkbox"/> -OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.	
MP <input checked="" type="checkbox"/> MD <input checked="" type="checkbox"/> PP <input type="checkbox"/> E <input type="checkbox"/> -OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD PRE-APPROVAL OPM# 0203-13.	

MECHANICAL SHEET INDEX	
Sheet Number	Sheet Name
M001	MECHANICAL FRONT SHEET
M002	MECHANICAL LEGEND AND ABBREVIATIONS
M003	MECHANICAL T-24 FORMS
M101	MECHANICAL 1ST FLOOR - DEMOLITION PLAN - BLDG K
M102	MECHANICAL DEMOLITION ROOF PLAN - BLDG K
M103	MECHANICAL 1ST FLOOR - FLOOR PLAN - BLDG K
M104	MECHANICAL ROOF PLAN - BLDG K
M105	MECHANICAL 1ST FLOOR - DEMOLITION PLAN - BLDG R
M106	MECHANICAL 2ND FLOOR - DEMOLITION PLAN - BLDG R
M107	MECHANICAL 1ST FLOOR - FLOOR PLAN - BLDG R
M108	MECHANICAL 2ND FLOOR - FLOOR PLAN - BLDG R
M501	MECHANICAL DETAILS
M502	MECHANICAL DETAILS
M503	MECHANICAL DETAILS
M504	MECHANICAL DETAILS
M505	MECHANICAL DETAILS
M506	MECHANICAL DETAILS
M507	MECHANICAL DETAILS
M508	MECHANICAL DETAILS
M509	MECHANICAL DETAILS
M601	MECHANICAL SCHEDULES
M602	MECHANICAL SCHEDULES
M701	MECHANICAL CONTROLS
M702	MECHANICAL CONTROLS
M703	MECHANICAL CONTROLS

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ISSUE	
DESCRIPTION	DATE
PRICING SET	2023-01-11

KEYNOTES

NOTES

FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL FRONT SHEET

DSA SUBMITTAL

DATE: 11/28/22	CLIENT PROJ NO: 3361-008-000
SHEET:	

M001

HVAC ABBREVIATIONS

ABBREVIATION	DESCRIPTION
AC	AIR CONDITIONING UNIT
AD	ACCESS DOOR
AFF	ABOVE FINISHED FLOOR
AH	AIR HANDLING
BDD	BACK DRAFT DAMPER (WEIGHTED)
BT	BYPASS TIMER
BTU	BRITISH THERMAL UNITS PER HOUR
CC	COOLING COIL
CD	CEILING DIFFUSER
CFM	CUBIC FEET PER MINUTE
CLG	CEILING
CU	CONDENSING UNIT
CV	CONSTANT VOLUME, CONT., CONTINUES
CSFD	COMBINATION FIRE/SMOKE DAMPER
DAL	DISCHARGE AIR LOUVER DECIBELS
DB	DRY BULB TEMPERATURE
DDC	DIRECT DIGITAL CONTROL
DIA	DIAMETER
DN	DOWN
DTR	DOWN THROUGH ROOF
EA	EACH
EAT	ENTERING AIR TEMPERATUR
EF	EXHAUST FAN
EG	EXHAUST GRILLE
EFF	EFFICIENCY
EMS	ENERGY MANAGEMENT SYSTEM
ER	EXHAUST REGISTER
ESP	EXTERNAL STATIC PRESSURE
°F	DEGREES, FAHRENHEIT
FC	FLEX CONNECTION
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FLR	FLOOR
FLA	FULL LOAD AMPS
FPM	FEET PER MINUTE
FT	FEET
FV	FACE VELOCITY
HZ	HERTZ
HPU	HEAT PUMP UNIT
HP	HORSE POWER
HW	HOT WATER
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
IN	INCHES
IN.W.C.	INCHES OF WATER COLUMN
IFM	INDOOR FAN MOTOR
LAT	LEAVING AIR TEMPERATURE
LBS	POUNDS
LRA	LOCKED ROTOR AMPS
MAX	MAXIMUM
MBH	ONE THOUSAND BTUH
MCA	MINIMUM CIRCUIT AMPS
MCOP	MAXIMUM CIRCUIT AMPS
MD	MOTORIZED DAMPER
MIN	MINIMUM
MFS	MAXIMUM FUSE SIZE
MVD	MANUAL VOLUME DAMPER
N/A	NOT APPLICABLE
NC	NOISE CRITERIA
NIC	NOT IN CONTRACT
NK	NECK
NO	NUMBER
NTS	NOT TO SCALE
OFM	OUTDOOR FAN MOTOR
OSA	OUTSIDE AIR
OAI	OUTSIDE AIR INTAKE
OAL	OUTSIDE AIR LOUVER
OBD	OPPOSED BLADE DAMPER
RA	RETURN AIR
RAR	RETURN AIR REGISTER
RF	RETURN FAN
RG	RETURN GRILLE
RH	HUMIDITY
RLA	RATED LOAD AMPS
RM	ROOM
RPM	REVOLUTIONS PER MINUTE
RR	RETURN REGISTER
SA	SUPPLY AIR
SF	SUPPLY AIR FAN
SP	STATIC PRESSURE
SPEC	SPECIFICATIONS
SR	SUPPLY REGISTER
TD	TEMPERATURE DIFFERENCE
TEMP	TEMPERATURE
TSTAT	THERMOSTAT
TYP	TYPICAL
TSP	TOTAL STATIC PRESSURE
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
UTR	UP THROUGH ROOF
V	VOLT
VENT	VENTILATION; VENT
VERT	VERTICAL
VTR	VENT THROUGH ROOF
W/	WITH
W	WATT
WBT	WET BULB TEMPERATURE
WMS	WIRE MESH SCREEN
ZD	ZONE DAMPER
(ETR)	EXISTING TO REMAIN
(E)	EXISTING
(N)	NEW
(R)	REMOVE
(RL)	RELOCATED
(RS)	REMOVE & SAVE FOR RELOCATION
(DCV)	DEMAND CONTROL VENTILATION (CO2)

DUCTWORK SYMBOLS

	SUPPLY DUCT RISER IN PLAN
	RETURN DUCT RISER IN PLAN
	EXHAUST DUCT RISER
	RECTANGULAR DUCTWORK (WIDTH X DEPTH)
	RECTANGULAR DUCTWORK (WIDTH X DEPTH)
	ROUND DUCTWORK (SIZE, DIAMETER)
	ROUND DUCTWORK (SIZE, DIAMETER)
	(L) 1" ACOUSTICALLY LINED DUCTWORK
	(2DWL) 2" DOUBLE WALL ROOF MOUNTED
	(1DWL) 1" DOUBLE WALL EXPOSED INTERIOR
	SQUARE-THROATED ELBOW W/TURNING VANES
	RADIUS ELBOW
	RADIUS TEE
	SQUARE-THROATED TEE
	CHANGE IN ELEVATION WITH RELATION TO AIR FLOW
	VOLUME DAMPER
	TRANSITION WITH FLAT SIDE
	TRANSITION ON CENTER
	RECTANGULAR-TO-ROUND TRANSITION
	TAKE-OFF TAP TO RECTANGULAR DUCT AND VOLUME DAMPER
	CONICAL TAP TO RECTANGULAR DUCT AND VOLUME DAMPER
	COMBINATION FIRE SMOKE DAMPER (CFSD)
	FIRE DAMPER (FD)
	FLEXIBLE CONNECTOR
	EXISTING DUCTWORK TO REMAIN (DASHED)
	NEW DUCTWORK (SOLID)
	ACCESS REQUIRED FOR EQUIPMENT SERVICE
	SIDE WALL REGISTER/GRILLE
	RETURN GRILLE WITH ACOUSTICALLY LINED BOOT
	CEILING DIFFUSER 4-WAY THROW
	CEILING DIFFUSER 3-WAY THROW
	CEILING DIFFUSER 2-WAY THROW
	CEILING DIFFUSER 2-WAY THROW
	CEILING DIFFUSER 1-WAY THROW
	RETURN AIR GRILLE
	EXHAUST GRILLE
	THERMOSTAT (MAX. 48" A.F.F.)
	TEMPERATURE SENSOR (MAX. 48" A.F.F.)
	CO ₂ SENSOR (MAX. 48" A.F.F.)
	BYPASS TIMER (MAX. 48" A.F.F.)
	MANUAL VOLUME DAMPER
	EQUIPMENT TAG, DESCRIPTION FAU, ROOM NUMBER D80, UNIT NUMBER 1
	DETAIL REFERENCE, DETAIL 1, SHEET NUMBER M-1
	DOOR LOUVER MIN. 12x12
	DOOR UNDERCUT MAX. 1"
	SECTION REFERENCE, SECTION 1 SHEET M-1
	EQUIPMENT REFERENCE, UNIT NUMBER AND SHEET NUMBER
	DUCT MOUNTED SMOKE DETECTOR
	DEMOLITION NOTE #1
	CONSTRUCTION NOTE #1
	ROOF MOUNTED DUCT SUPPORT
	BACK DRAFT DAMPER

PIPING SYMBOLS

	SHUT-OFF VALVE		EXISTING INDUSTRIAL COLD WATER
	CHECK VALVE, SWING OR LIFT		INDUSTRIAL COLD WATER
	SILENT CHECK VALVE		DOMESTIC WATER
	STOP CHECK VALVE		DRAIN
	ANGLE STOP CHECK VALVE		CONDENSATE
	BUTTERFLY VALVE		VENT OR ATMOSPHERIC RELIEF
	BALL VALVE		CHILLED WATER SUPPLY
	SQUARE HEAD COCK		CHILLED WATER RETURN
	BALANCING VALVE		SECONDARY WATER SUPPLY
	PLUG VALVE (TYPE AS NOTED)		SECONDARY WATER RETURN
	PRESSURE REDUCING VALVE		HOT WATER SUPPLY
	PRESSURE INDEPENDANT CONTROL VALVE		HOT WATER RETURN
	THREE-WAY AUTOMATIC CONTROL VALVE		EXISTING INDUSTRIAL COLD WATER
	FLOW CONTROL VALVE		REHEAT WATER RETURN
	QUICK OPENING VALVE		REFRIGERANT LIQUID LINE
	DIAPHRAGM VALVE		REFRIGERANT RELIEF VENT
	SOLENOID VALVE		REFRIGERANT SUCTION LINE
	ELECTRIC MOTORIZED VALVE OPERATOR		REFRIGERANT HOT GAS
	PNEUMATIC VALVE OPERATOR		CHEMICAL FEED
	"Y" TYPE STRAINER		BOILER FEED WATER
	RELIEF VALVE		BLOW DOWN
	SAFETY VALVE		CONTINUOUS BLOW DOWN
	AUTOMATIC AIR VENT		NEW PIPING (SOLID)
	MANUAL AIR VENT		EXISTING PIPING TO BE REMOVED
	REFRIGERANT SIGHT GLASS		NEW PIPE WITH DIRECTION OF FLOW
	VIBRATION ISOLATOR IN HANGER		EXISTING PIPING TO REMAIN (DASHED)
	TEST PLUG		PIPE IN UNDERGROUND CONDUIT
	THERMOMETER AND WELL		PIPE DROP
	PRESSURE GAUGE WITH VALVE		PIPE RISE
	AQUASTAT		PITCH UP IN DIRECTION OF FLOW
	TEMPERATURE TRANSMITTER		PITCH DOWN IN DIRECTION OF FLOW
	FLOW SWITCH		UNION
	FLOW METER		FLANGED CONNECTION
	FLOW ORIFICE		CONCENTRIC REDUCER
	SEPARATOR		ECCENTRIC REDUCER - FLAT BOTTOM
	FILTER, IN LINE		ECCENTRIC REDUCER - FLAT TOP
	PUMP SUCTION DIFFUSER		DEAD END, SCREWED CAP
	CONTROL VALVE STATION		EXPANSION LOOP
	PRESSURE REDUCING VALVE STATION		PIPE EXPANSION JOINT
	PUMP		BALL JOINT
	FLOW CONTROL VALVE		PIPE ALIGNMENT GUIDE
	CALIBRATED BALANCE VALVE		PIPE ANCHOR
	PRESSURE REDUCING VALVE		GATE VALVE

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Δ	DESCRIPTION	DATE
	ISSUE	
	PRICING SET	2023-01-11

KEYNOTES

NOTES

FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL LEGEND AND ABBREVIATIONS

DSA SUBMITTAL

DATE: 02/13/23

CLIENT PROJ NO: 3361-008-000

SHEET:

M002

CERTIFICATE OF COMPLIANCE - NONRESIDENTIAL PERFORMANCE COMPLIANCE METHOD

NRCC-PRF-E

Nonresidential Performance Compliance Method

(Page 1 of 16)

Project Name:Arroyo High School Gym - Building R

Date Prepared:2023-02-14

A. General Information

1	Project Name	Arroyo High School Gym - Building R						
2	Run Title	Title 24 Analysis						
3	Project Location	4921 Cedar Avenue						
4	City	El Monte			5	Standards Version		
6	Zip code	91732			7	Compliance Software (version)	EnergyPro 9.0	
8	Climate Zone	9			9	Building Orientation (deg.)	0	
10	Building Type(s)	Nonresidential			11	Weather File	LOS-ANGELES-USC_STYP20.apw	
12	Project Scope	Existing addition and alteration			13	Number of Dwelling Units	0	
14	Total Conditioned Floor Area in Scope (ft²)	15625			15	Total # of hotel/motel rooms	0	
16	Total Unconditioned Floor Area (ft²)	0			17	Fuel Type	Natural gas	
18	Nonresidential Conditioned Floor Area	15625			19	Total # of Stories (Habitable Above Grade)	1	
20	Residential Conditioned Floor Area	0						

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance Report Version: 2022.0.000 Report Generated: 2023-02-14 16:24:53
Schema Version: rev 20220601

CERTIFICATE OF COMPLIANCE - NONRESIDENTIAL PERFORMANCE COMPLIANCE METHOD				NRCC-PRF-E
Nonresidential Performance Compliance Method				(Page 5 of 16)
C3. TIDY ENERGY RESULTS FOR NON-REGULATED COMPONENTS ¹				
Non-Regulated Energy Component	Standard Design (TDV)	Proposed Design (TDV)	Compliance Margin (TDV) ¹	
Receptacle	41.17	41.17	---	
Process	---	---	---	
Other tag	---	---	---	
Process Motors	---	---	---	
TOTAL [TOTAL COMPLIANCE + NON-REGULATED COMPONENTS]	385.74	372.88	12.86 (3.3%)	
¹ Notes: This table is not used for Energy Code Compliance.				

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CERTIFICATE OF COMPLIANCE - NONRESIDENTIAL PERFORMANCE COMPLIANCE METHOD						NRCC-PRF-E
Nonresidential Performance Compliance Method						(Page 9 of 16)
C6. ENERGY USE INTENSITY (EUI)						
	Standard Design (kBtu/ft² / yr)	Proposed Design (kBtu/ft² / yr)	Margin (kBtu/ft² / yr)	Margin Percentage		
GROSS EUI¹	55.94	49.75	6.19	11.07		
NET EUI²	53.48	49.75	3.73	6.97		
¹Notes: Gross EUI is Energy Use Total (not including PSH) Total Building Area. Net EUI is Energy Use Total (including PSH) Total Building Area.						
G1. ENVELOPE GENERAL INFORMATION (conditioned spaces only)						
1	2	3	4			
Opaque Surfaces & Orientation	Total Gross Surface Area (ft²)	Total Fenestration Area (ft²)	Window to Wall Ratio (%)			
North-Facing³	2958	0	0			
East-Facing³	2905	0	0			
South-Facing³	2958	0	0			
West-Facing³	2905	0	0			
Total	11726	0	0			
Roof	15625	0	0			
Notes: ³North-Facing is oriented to within 45 degrees of true north, including 45.0000° east of north (NE), but excluding 45.0000° west of north (NW). ³East-Facing is oriented to within 45 degrees of true east, including 45.0000° south of east (SE), but excluding 45.0000° north of east (NE). ³South-Facing is oriented to within 45 degrees of true south, including 45.0000° west of south (SW), but excluding 45.0000° east of south (SE). ³West-Facing is oriented to within 45 degrees of true west, including 45.0000° north of west (NW), but excluding 45.0000° south of west (SW).						
G4. NONRESIDENTIAL AIR BARRIER						
01		02				
Building Story Name		Air Barrier				
Com-Floor 1		No air barrier				

CERTIFICATE OF COMPLIANCE - NONRESIDENTIAL PERFORMANCE COMPLIANCE METHOD										NRCC-PRF-E			
Nonresidential Performance Compliance Method												(Page 13 of 16)	
H11. ZONAL SYSTEM AND TERMINAL UNIT SUMMARY													
01	02	03	04	05	06	07	08	09	10	11	12		
System ID	System Type	Qty	Rated Capacity (Btu/h)		Airflow (cfm)		Power	Fan	Cycles	VSD			
			Heating	Cooling	Design	Min.					Min. Ratio		
1-Gymnasium R-07-Tm	Variable Air Volume No Return Box	2	N/A	N/A	24,000	8,000	0.33	3	BHP	N/A	Variable Speed		
2-Exercise Area R-06-Tm	Variable Air Volume No Return Box	2	N/A	N/A	11,600	6,800	0.59	1.7	BHP	N/A	Variable Speed		
H1. WATER HEATER EQUIPMENT SUMMARY													
01	02	03	04	05	06	07	08	09	10	11	12	13	14
Name	Heater Element Type	Tank Type	Qty	Tank Vol (gal)	Rated Input	Rated Input Unit	Efficiency Unit	Standby Loss Fraction	Test H ₂ Rising or Flow Rate (gall)	Heat Pump Type	Tank Location or Ambient Condition		
Standard Gas 50 gal or Less	Natural Gas	Storage	1	50	40	kBtu/h	kBtu/h	LEF	N/A	N/A	80	N/A	N/A
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CERTIFICATE OF COMPLIANCE - NON-RESIDENTIAL PERFORMANCE COMPLIANCE METHOD										NRCC-PRF-E
Nonresidential Performance Compliance Method										(Page 2 of 16)
B1. PROJECT SUMMARY										
Table B shows which building components are included in the performance calculation. If indicated as not included, the project must show compliance prescriptively if within the permit application.										
Building Components Complying via Performance					Building Components Complying Prescriptively					
Envelope (See Table G) Notes	<input checked="" type="checkbox"/> Performance <input type="checkbox"/> Not Included	Covered Process: Commercial Kitchens (See Table J)	<input checked="" type="checkbox"/> Performance <input type="checkbox"/> Not Included	The following building components are ONLY eligible for prescriptive compliance and should be documented on the NRCC form listed if within the scope of the permit application (i.e. compliance will not be shown on the NRCC-PRF-E).						
Mechanical (See Table H) Notes	<input checked="" type="checkbox"/> Performance <input type="checkbox"/> Not Included		<input type="checkbox"/> Performance <input checked="" type="checkbox"/> Not Included	Indoor Lighting (Unconditioned) 140.6 & 170.2(a) NRCC-CTD-E is required						
Domestic Hot Water (See Table I) Notes	<input checked="" type="checkbox"/> Performance <input type="checkbox"/> Not Included	Covered Process: Laboratory Exhaust (see Table J)	<input type="checkbox"/> Performance <input checked="" type="checkbox"/> Not Included	Outdoor Lighting 140.7 & 170.2(a) Sign Lighting 140.8 & 170.2(a) NRCC-LTD-E is required						
Lighting (Indoor Conditioned, See Table K) Notes	<input checked="" type="checkbox"/> Performance <input type="checkbox"/> Not Included	Electrical power systems, commissioning, solar ready, elevator and escalator requirements are mandatory and should be documented on the NRCC form listed if applicable (i.e. compliance will not be shown on the NRCC-PRF-E).			Building Components Complying with Mandatory Measures					
Solar Thermal Water Heating (See Table L)	<input type="checkbox"/> Performance <input checked="" type="checkbox"/> Not Included				Electrical Power Distribution 110.11 NRCC-CEC-E is required					
					Commissioning 120.8 NRCC-SAB-E is required					
					Solarand Battery 110.10					

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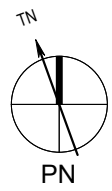
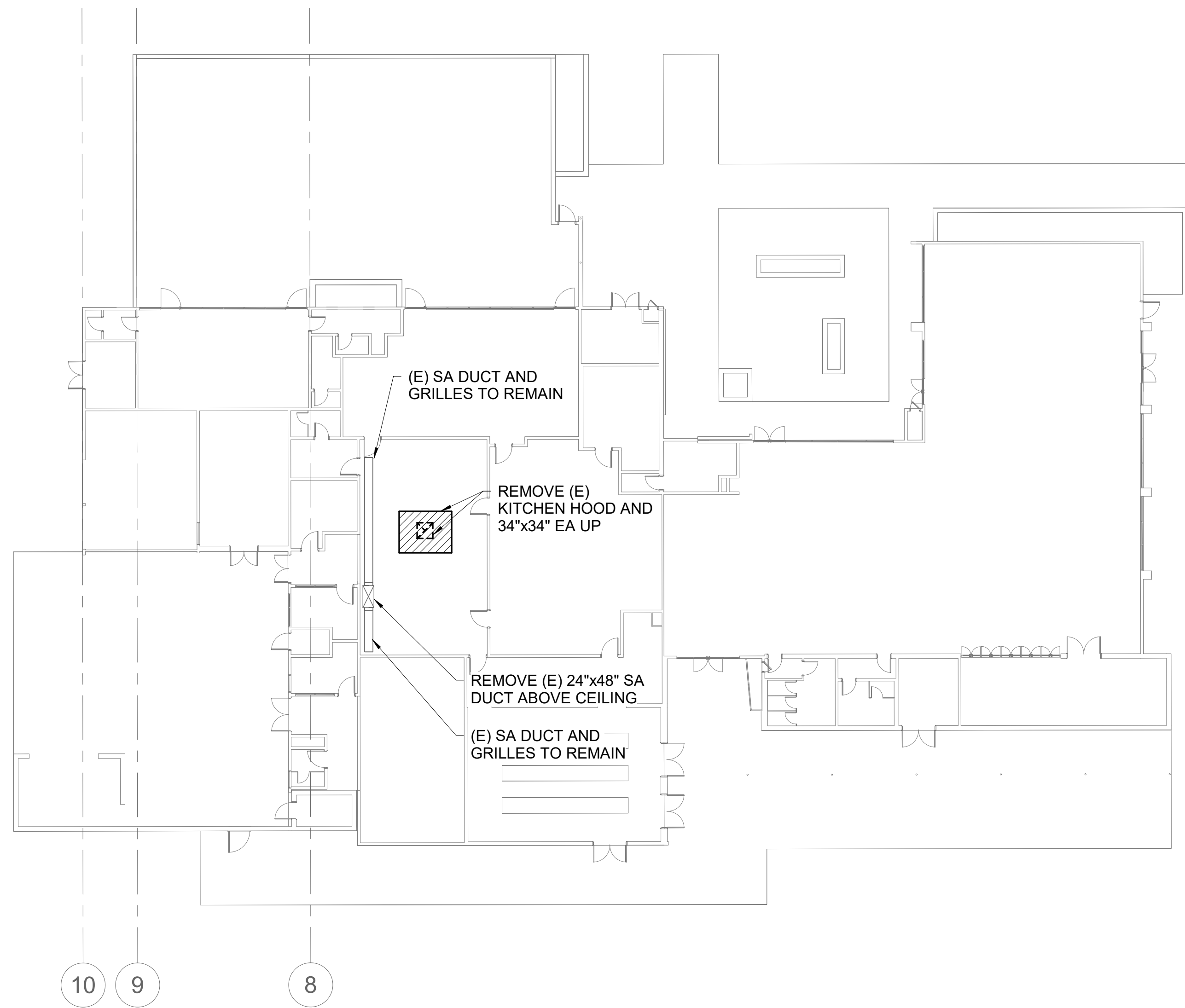
CERTIFICATE OF COMPLIANCE - NONRESIDENTIAL PERFORMANCE COMPLIANCE METHOD					NRCC-PRF-E
Nonresidential Performance Compliance Method					(Page 6 of 16)
C4. SOURCE ENERGY COMPLIANCE RESULTS FOR PERFORMANCE COMPONENTS (Annual SOURCE Energy Use, kBtu/ft² /yr)					
COMPLIES ²					
Energy Component	Standard Design (SOURCE)	Proposed Design (SOURCE)	Compliance Margin (SOURCE) ¹		
Space Heating	4.21	1.08	3.13		
Space Cooling	7.47	5.7	1.77		
Indoor Fans	3.2	3.72	-0.52		
Heat Rejection	0	0	0		
Pumps & Misc.	0	0	0		
Domestic Hot Water	13.27	13.27	0		
Indoor Lighting	7.03	7.03	0		
Flexibility	---	---	---		
EFFICIENCY COMPLIANCE TOTAL	35.18	30.6	4.58 (12.5%)		
Photovoltaics	-0.59	---	-0.59		
Batteries	0	---	---		
TOTAL COMPLIANCE	34.59	30.6	3.79 (11%)		
¹ Notes: This number in parenthesis following the Compliance Margin in column 4, represents the Percent Better than Standard.					

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CERTIFICATE OF COMPLIANCE - NONRESIDENTIAL PERFORMANCE COMPLIANCE METHOD										NRCC-PRF-E	
Nonresidential Performance Compliance Method										(Page 10 of 16)	
G5. OPAQUE SURFACE ASSEMBLY SUMMARY											
01	02	03	04	05	06		07	08	09	10	11
Surface Name	Area (ft²)	Framing Type	Cavity R-Value	Continuous R-Value		Interior/Exterior	Units	Value	Description of Assembly Layers	Status¹	
Slab On Grade²	Underground Floor	15,625	N/A	0	N/A	N/A	I-factor	0.73	Slab Type: Unheated slab on grade insulation Orientation: None Insulation R-Value: none Asphalt/Shingle/60_25in Vapor permeable Mem_128 in Plywood_12 in Cellular polystyrene/ins (surfaced)_172 in 2.9 Air-Cavity_ Wall Roof Ceiling_4 in. or more Gypsum Board_172 in.	E	
R-3 Roof No Attic10	Roof	15,625	N/A	0	N/A	N/A	U-factor	0.1608			
10 Concrete Wall12	Exterior Wall	11,726	N/A	0	N/A	N/A	U-factor	0.6289	Concrete_140 lb/ft³ 10 in.	E	
Notes: 1- New, A- Altered, E- Existing											
H1. DUCT SYSTEM EQUIPMENT (FURNACES, AIR HANDLING UNITS, HEAT PUMPS, VRF, ECONOMIZERS ETC.)											
01	02	03	04	05	06		07	08	09	10	11
Equipment Name	Equipment Type	Qty	Total Heating Output (kBtu/h)	Total Cooling Output (kBtu/h)	Efficiency Unit	Efficiency	Total Cooling Output (kBtu/h)	Cooling Unit	Efficiency	Economizer (if present)	Status¹
Commercial AHU-1 (AHU-1)	Packaged SZ VAV	2	494.72	0	CDP	3.42	454.72	EER	11.3	Differential Entalphy	N
¹ Status: 1- New, A- Altered, E- Existing											

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MECHANICAL DEMOLITION PLAN - OVERALL - 1ST FLOOR - BLDG K

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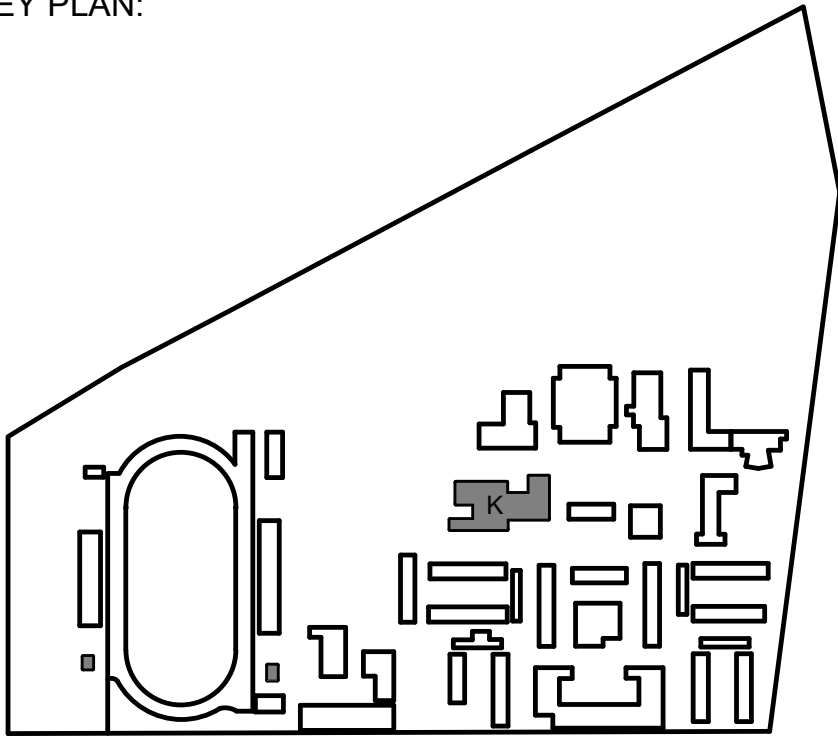
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KEYNOTES

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KEY PLAN:



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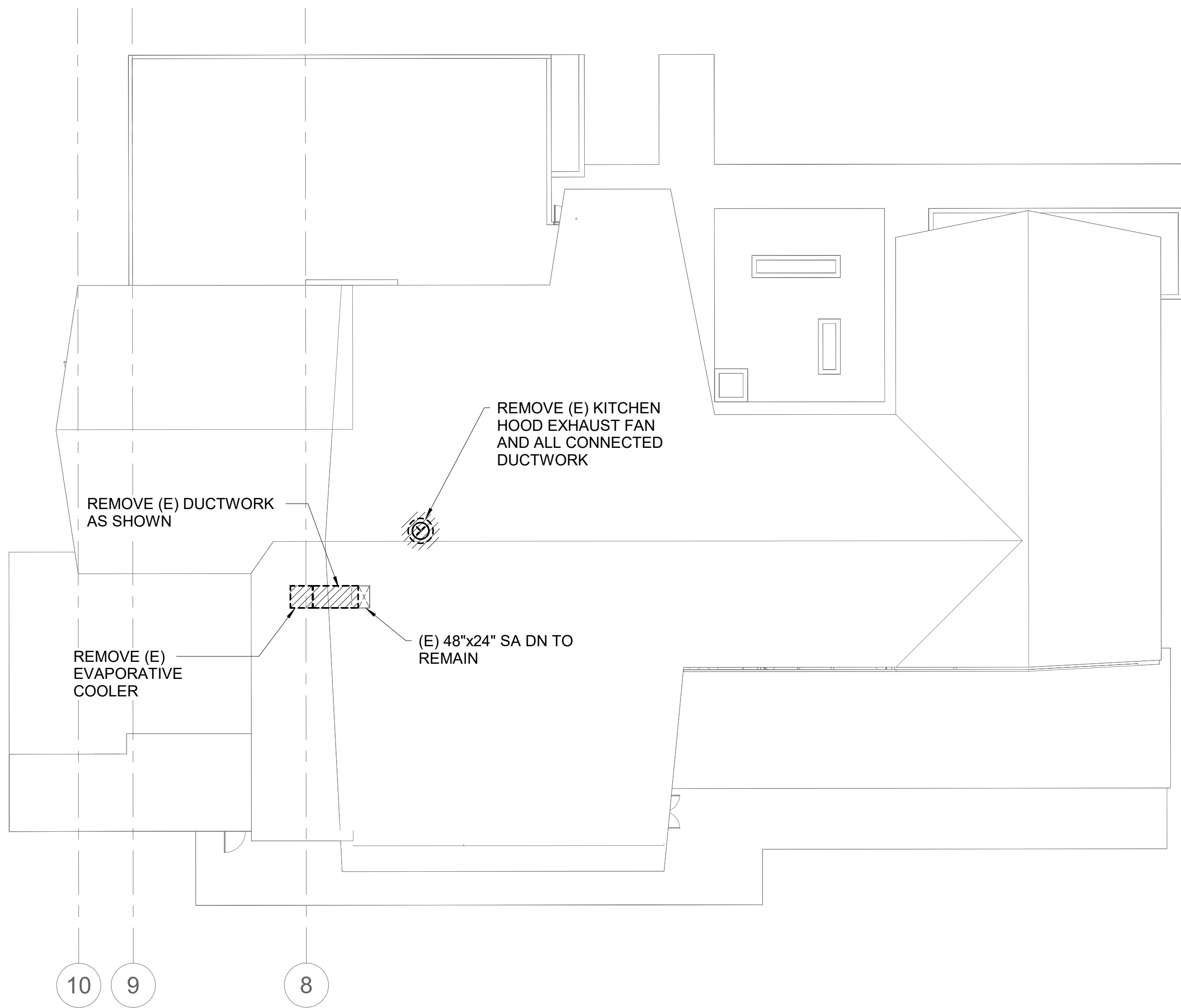
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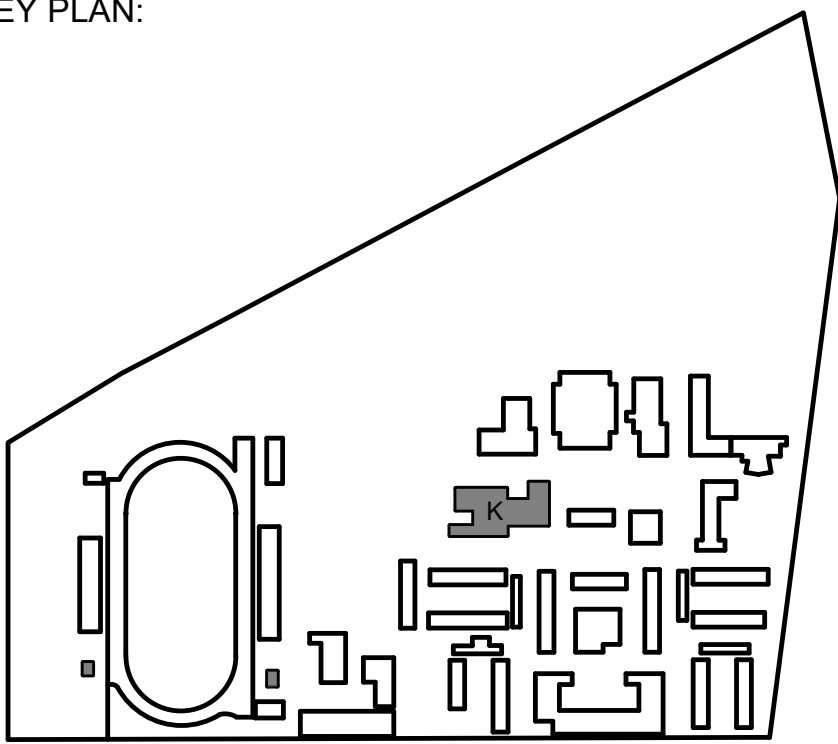
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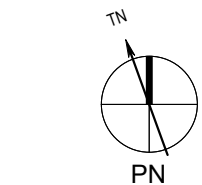
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MECHANICAL DEMOLITION ROOF PLAN - BLDG K

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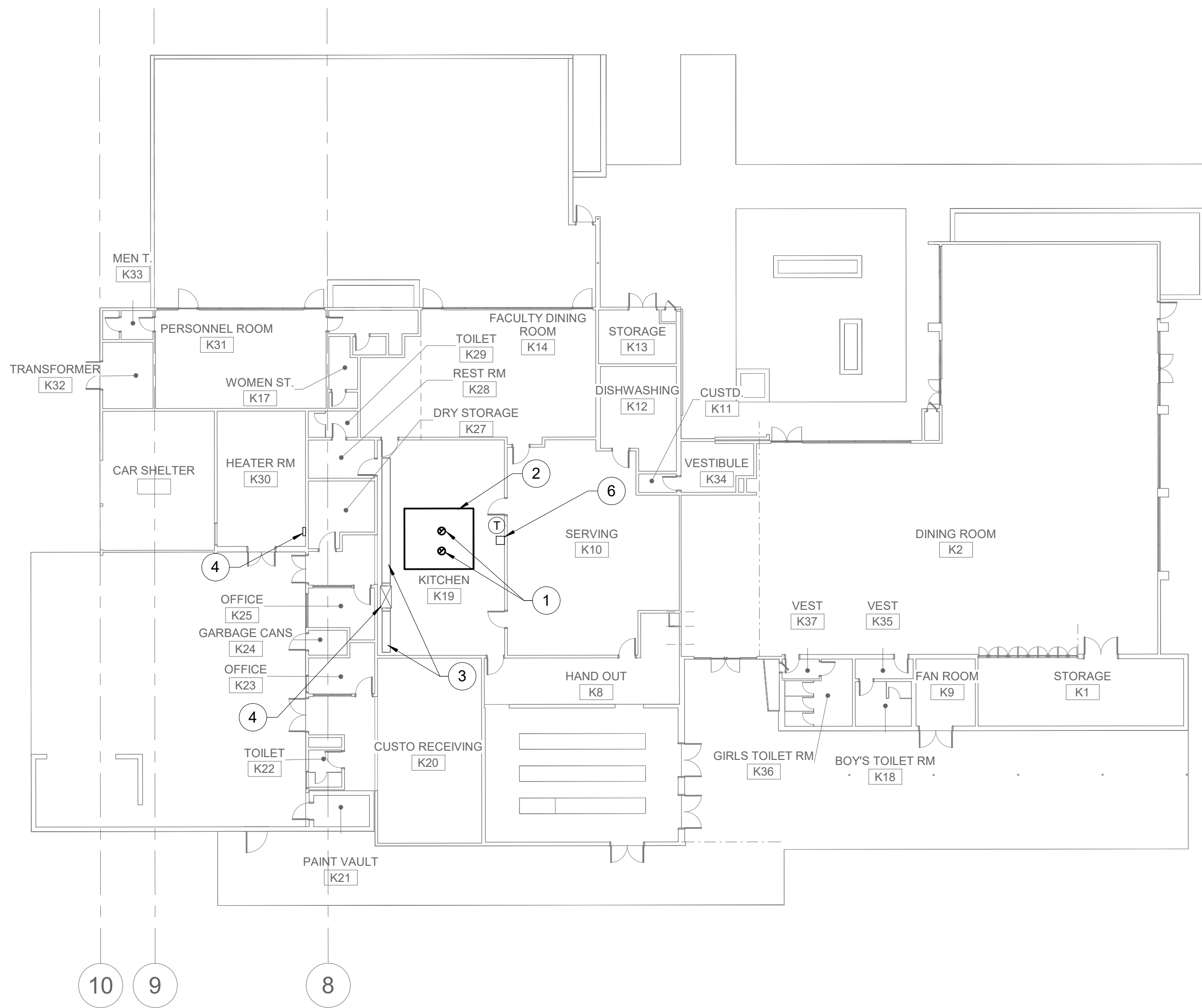
MECHANICAL DEMOLITION ROOF PLAN - OVERALL - BLDG K 1
1/16" = 1'-0"



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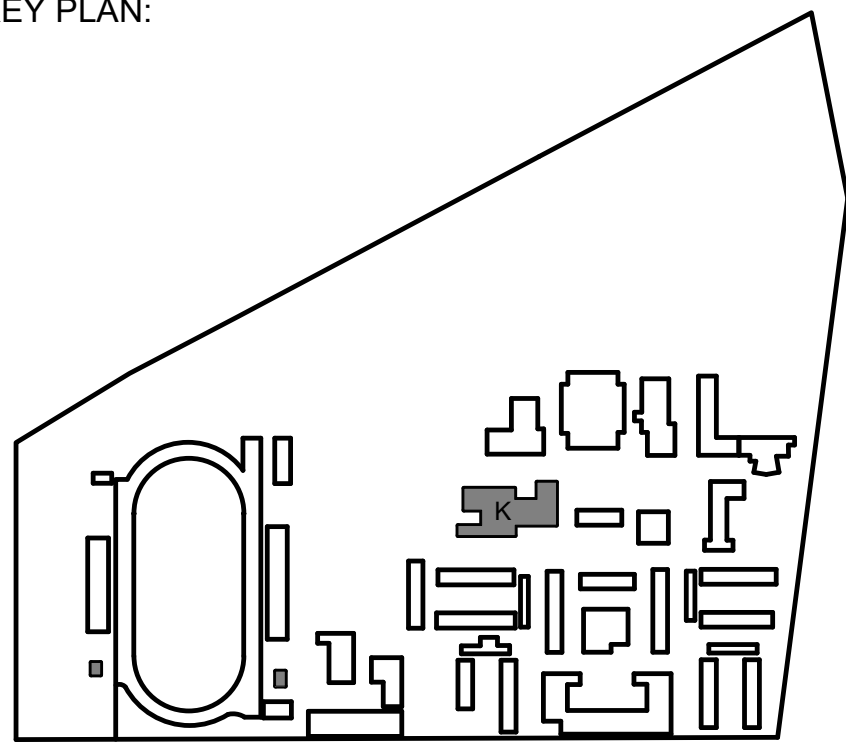
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KEYNOTES

- 16"ø EA DUCT DN TO KITCHEN HOOD AND UP TO KEF-K-1 ON ROOF.
- NEW KITCHEN HOOD PER DETAILS ON SHEETS M504 - M508.
- (E) SA DUCT WORK AND (E) SA GRILLES TO REMAIN.
- CONNECT (E) 24x48 SA DUCT TO (E) SA DUCT ABOVE CEILING.
- NEW CONTROL PANEL FOR I-VU EMS SYSTEM.
- KITCHEN HOOD SWITCH (ENERGIZES MAU-K-1 AND KEF-K-1.

NOTES

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MECHANICAL 1ST FLOOR - FLOOR PLAN - BLDG K

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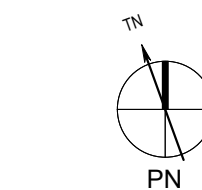
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MECHANICAL FLOOR PLAN - OVERALL - 1ST FLOOR - BLDG K

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1/16" = 1'-0"

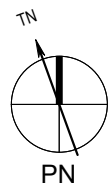
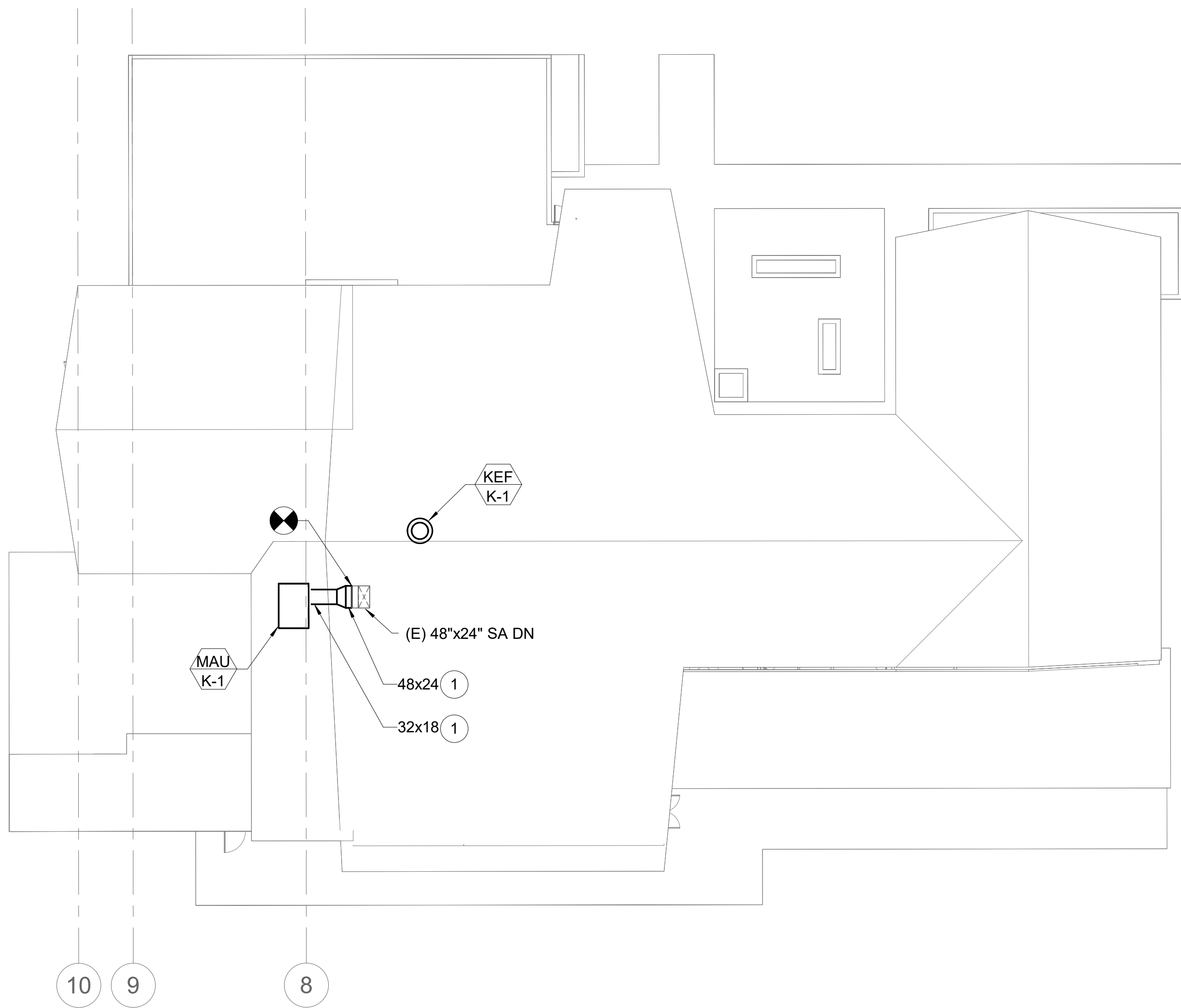


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PROJECT ORIGINATOR SHALL
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MECHANICAL ROOF PLAN - OVERALL - BLDG K

1

1/16" = 1'-0"

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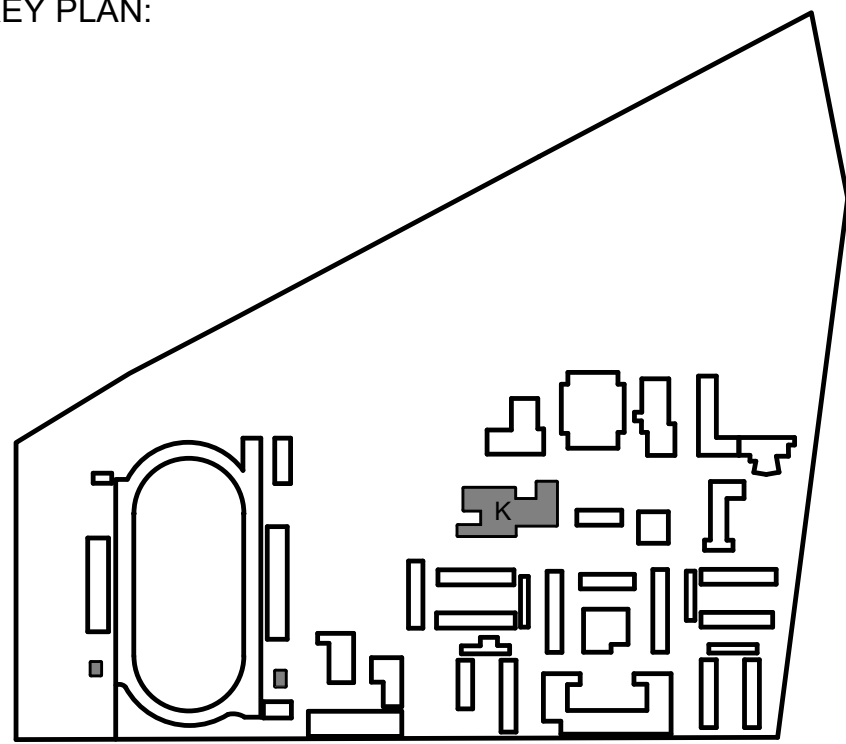
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KEYNOTES

- DUCT SHALL BE 18 GA SO THAT SUPPORT IS NOT REQUIRED FOR 10 FEET, PER SMACNA 'HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE,' TABLE 5-1.

NOTES

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MECHANICAL ROOF PLAN - BLDG K

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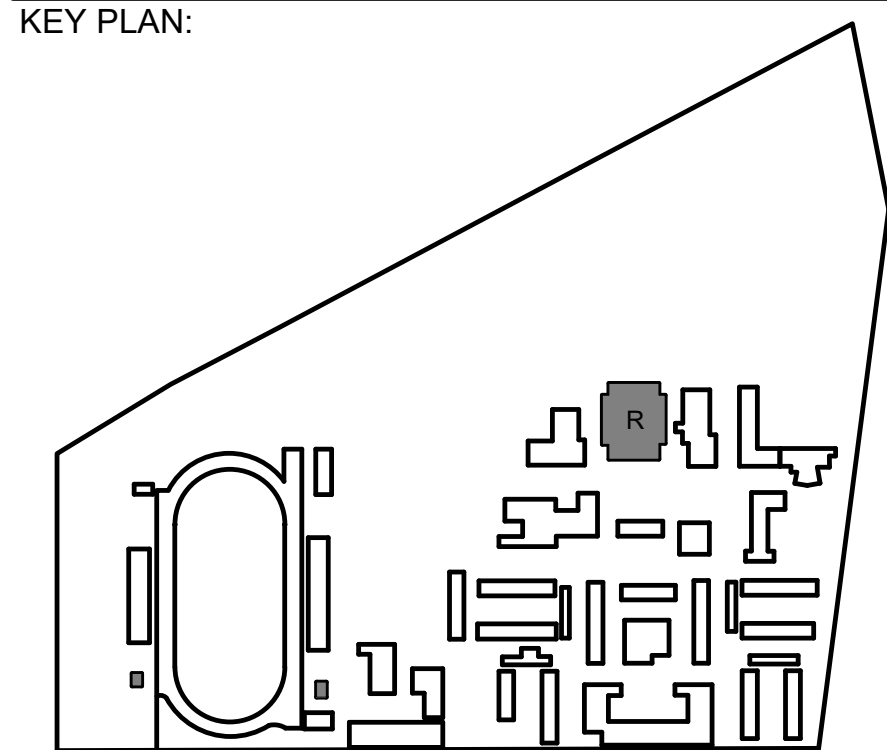
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- 1 REMOVE EXISTING BOILER AND ALL OTHER EQUIPMENT INCLUDING PUMPS, TANKS, VALVES, CONTROL PANELS, ETC.
- 2 REMOVE ALL EXISTING HOT WATER PIPING IN BUILDING.

NOTES

KEY PLAN



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SHEET NAME:
**MECHANICAL 1ST FLOOR - DEMOLITION PLAN - BLDG
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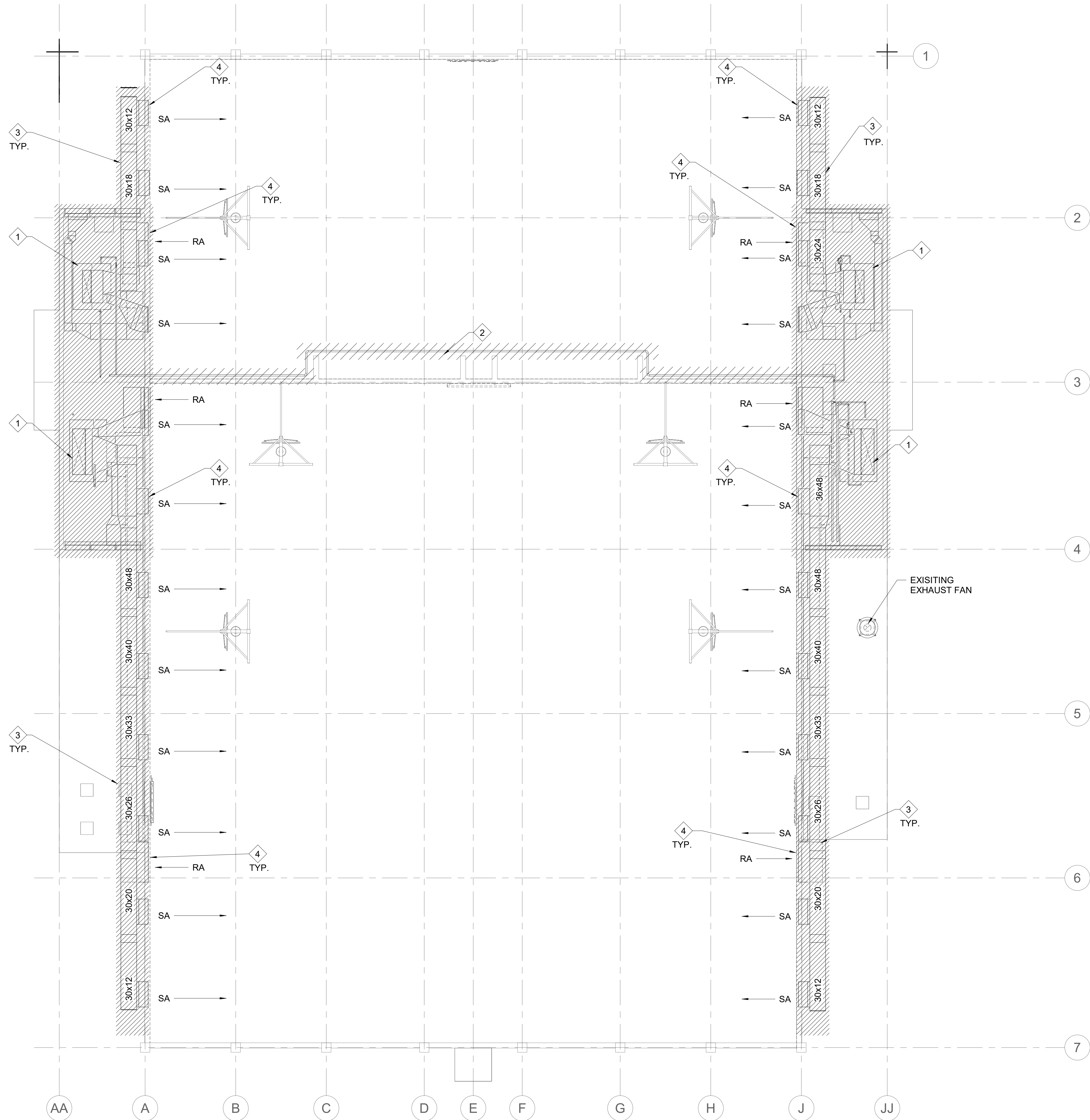
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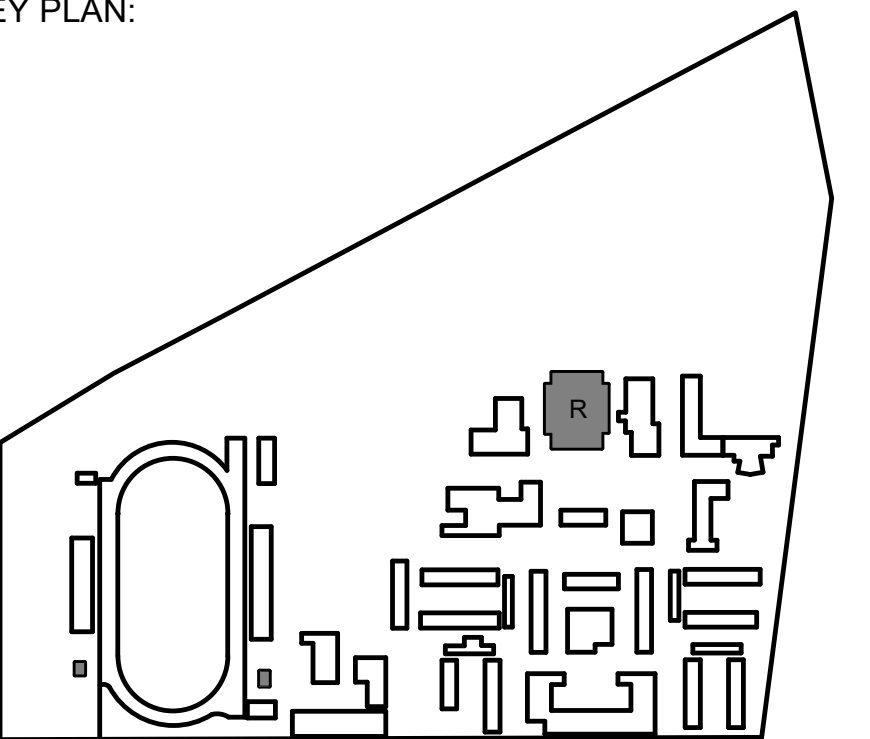
NOT FOR
CONSTRUCTION

KEYNOTES

- 1 REMOVE EXISTING AIR HANDLING UNIT AND ALL CONNECTED EXISTING DUCTWORK AND HOT WATER HEATING PIPING.
- 2 REMOVE ALL EXISTING HOT WATER HEATING PIPING IN BUILDING.
- 3 EXISTING DUCT WORK TO BE REMOVED.
- 4 EXISTING GRILLE TO BE REMOVED. OPENING IN WALL TO REMAIN TO BE REUSED.

NOTES

KEY PLAN:



FACILITY:

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PROJECT:
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SHEET NAME:
MECHANICAL 2ND FLOOR - DEMOLITION PLAN - BLDG R

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DATE: 12/07/22

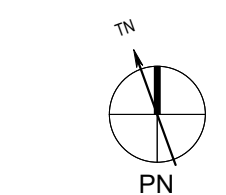
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MECHANICAL DEMOLITION PLAN - OVERALL - 2ND FLOOR - BLDG R

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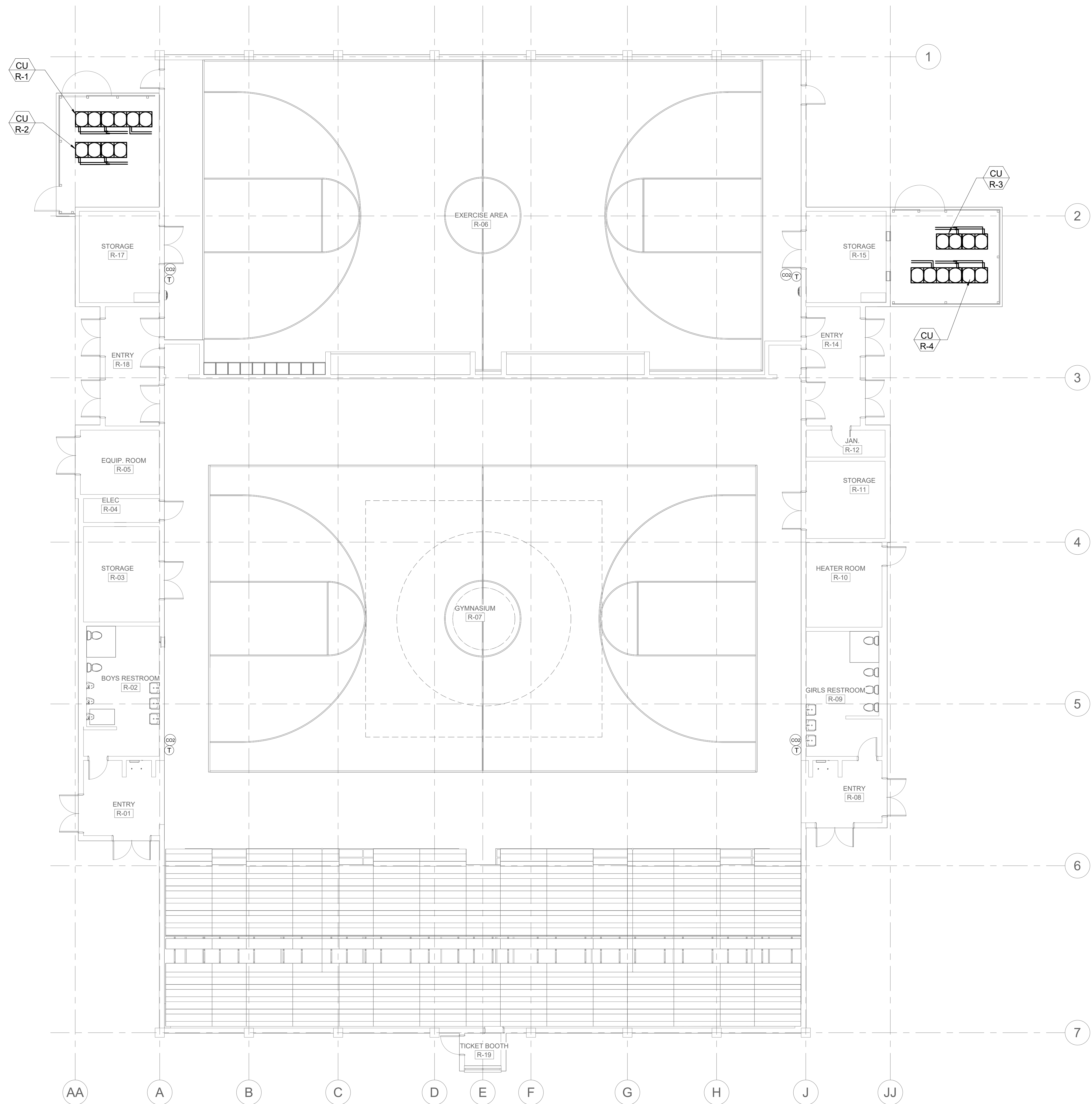
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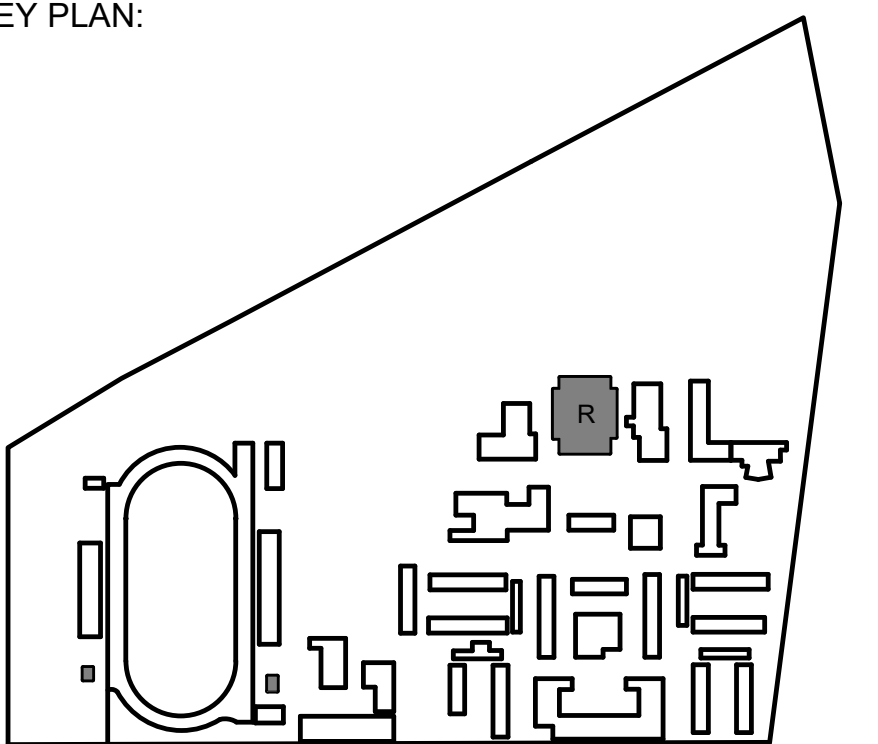
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KEYNOTES

NOTES

KEY PLAN:



FACILITY:

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PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL 1ST FLOOR - FLOOR PLAN - BLDG R

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SHEET:

MECHANICAL FLOOR PLAN - OVERALL - 1ST FLOOR - BLDG R

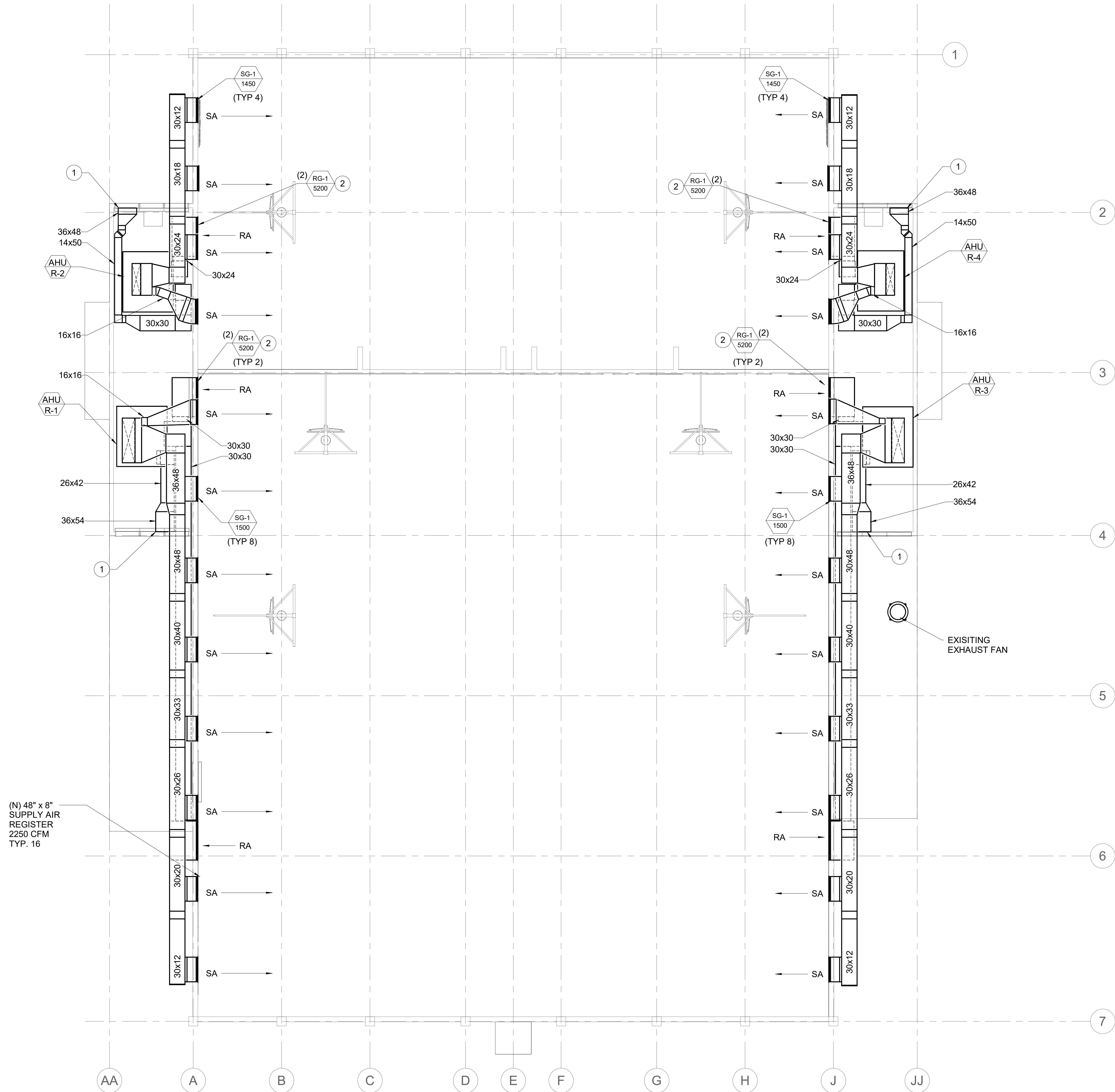
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M107

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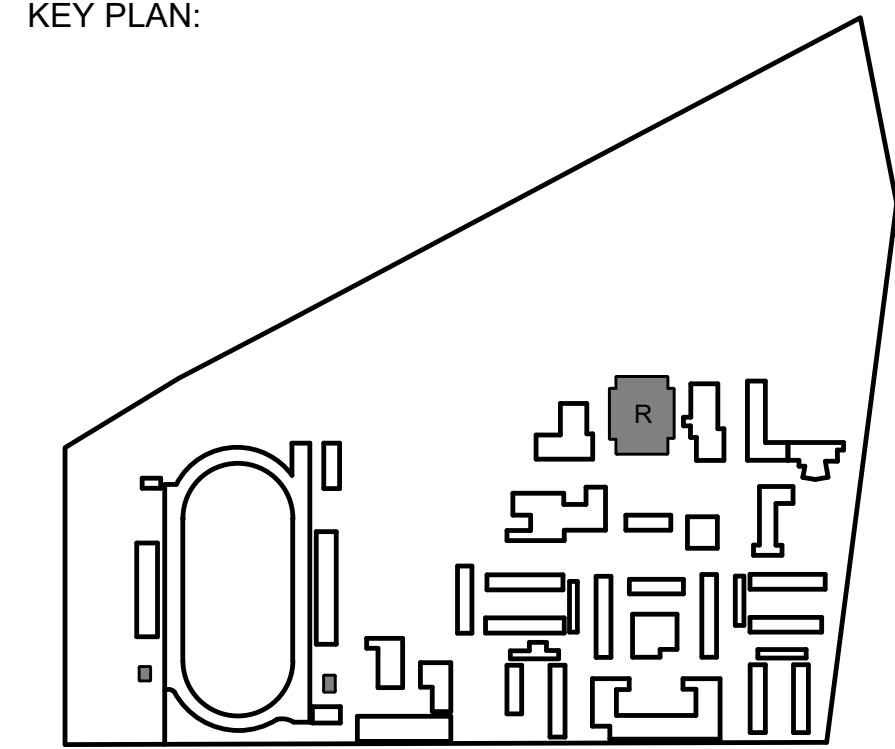
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KEYNOTES

- 1 TERMINATE OUTSIDE AIR INTAKE DUCT AT EXISTING LOUVERS.
- 2 PROVIDE (2) 38"x30" RG-1 GRILLES SIDE BY SIDE, CONNECTED BY MULLIONS OR TABS, TO FORM ONE 76" WIDE BY 30" HIGH GRILLE.

NOTES

KEY PLAN:



FACILITY:

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PROJECT:
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SHEET NAME:
MECHANICAL 2ND FLOOR - FLOOR PLAN - BLDG R

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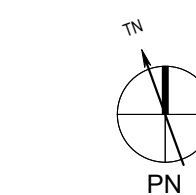
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MECHANICAL FLOOR PLAN - OVERALL - 2ND FLOOR - BLDG R

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1/8" = 1'-0"



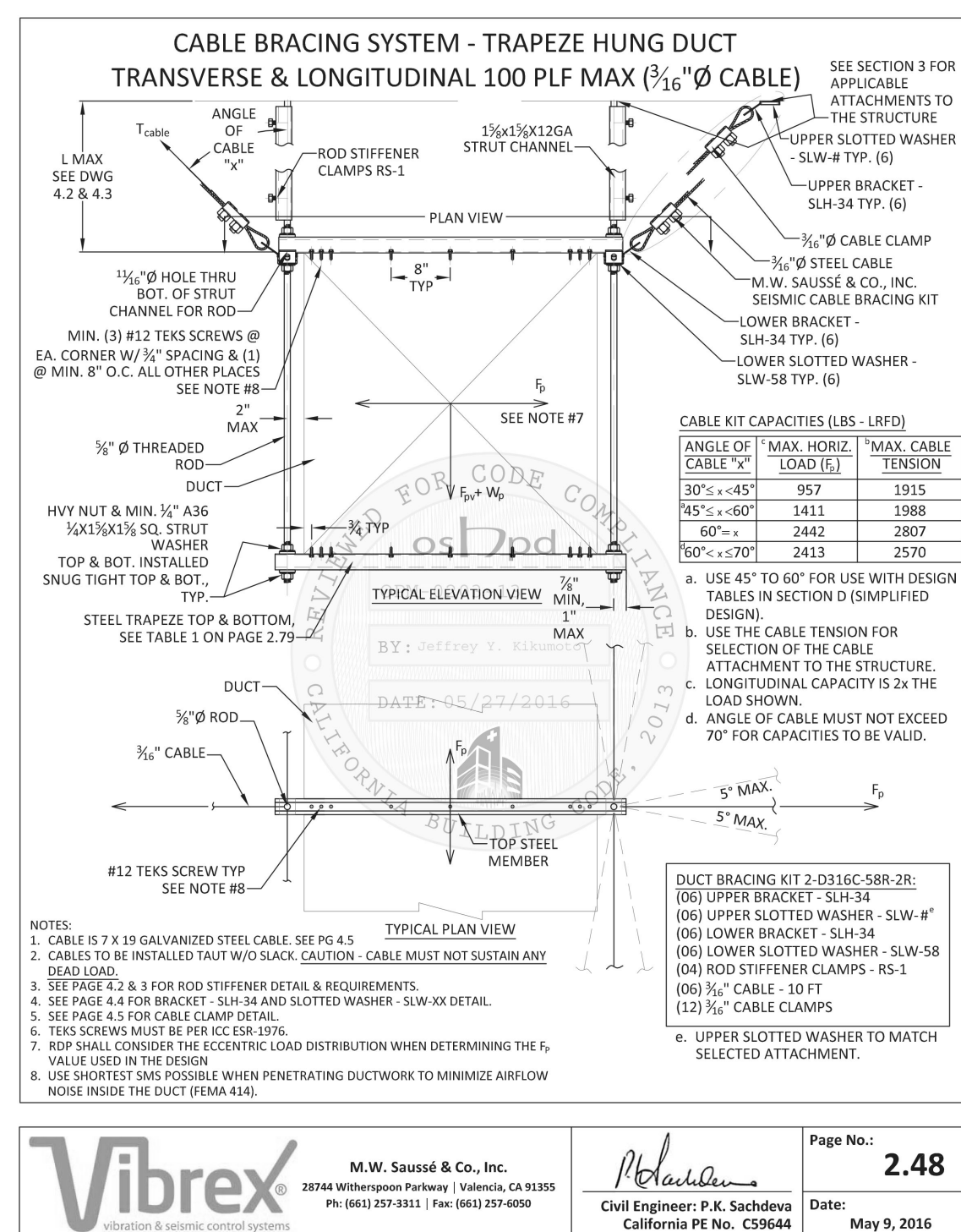
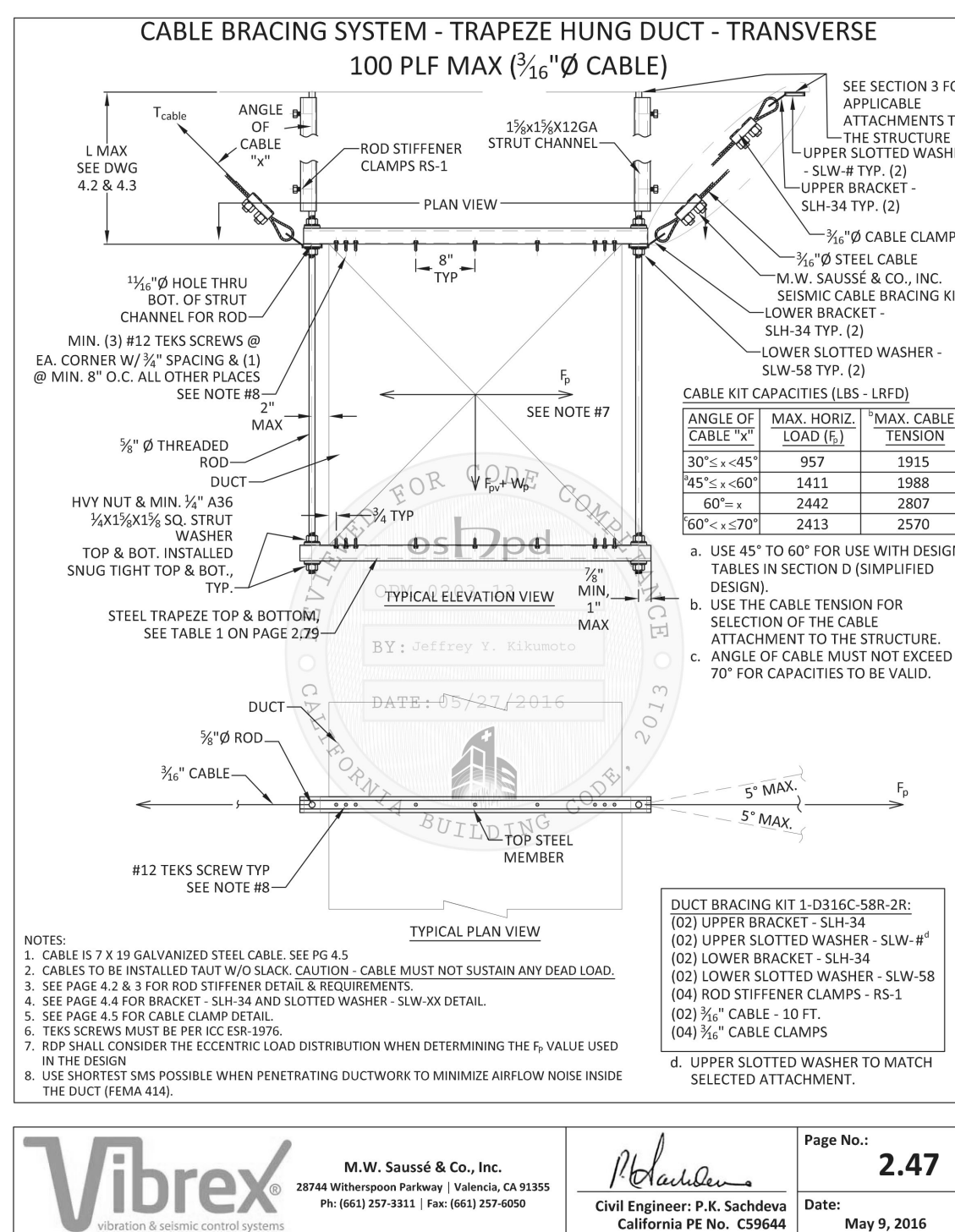
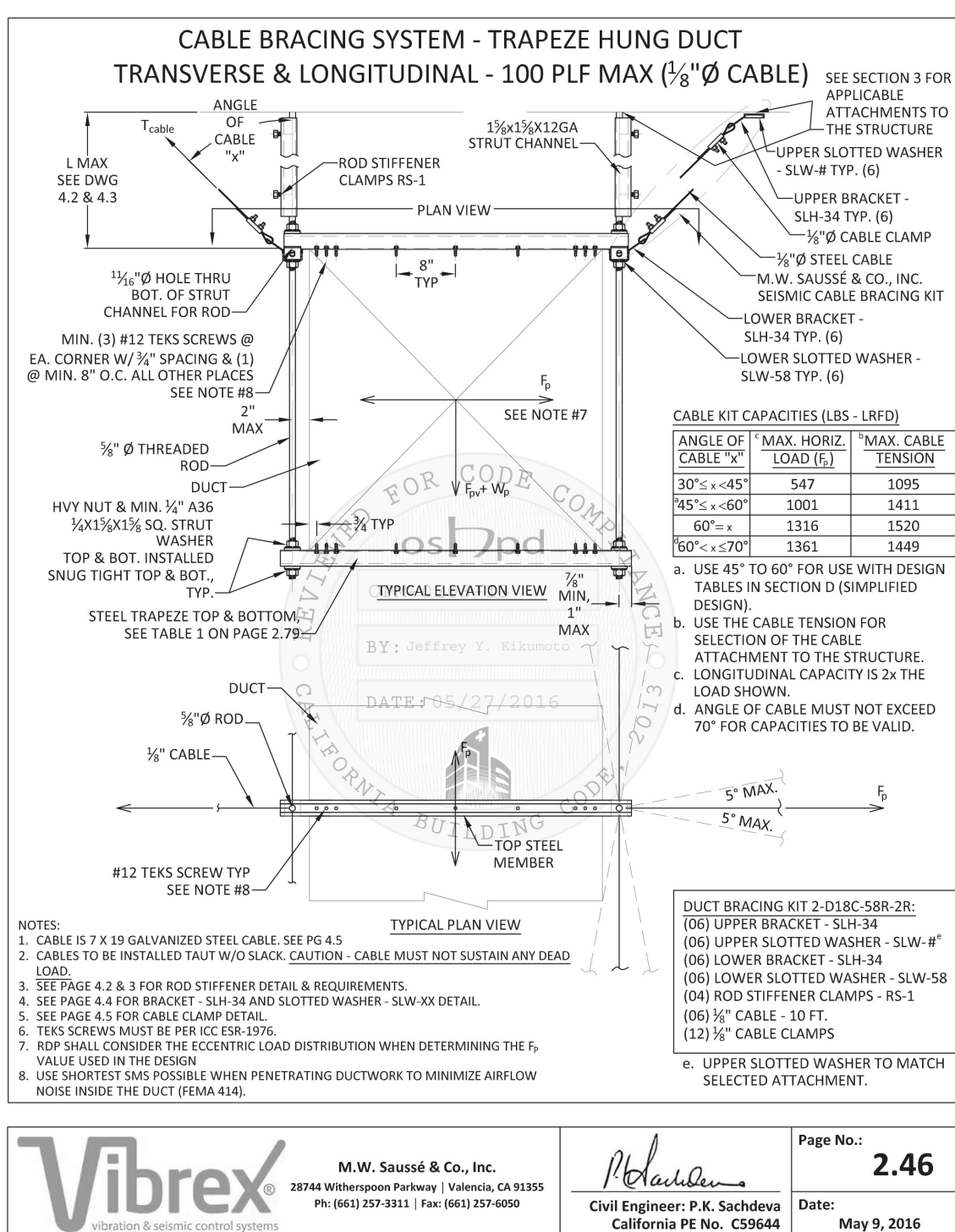
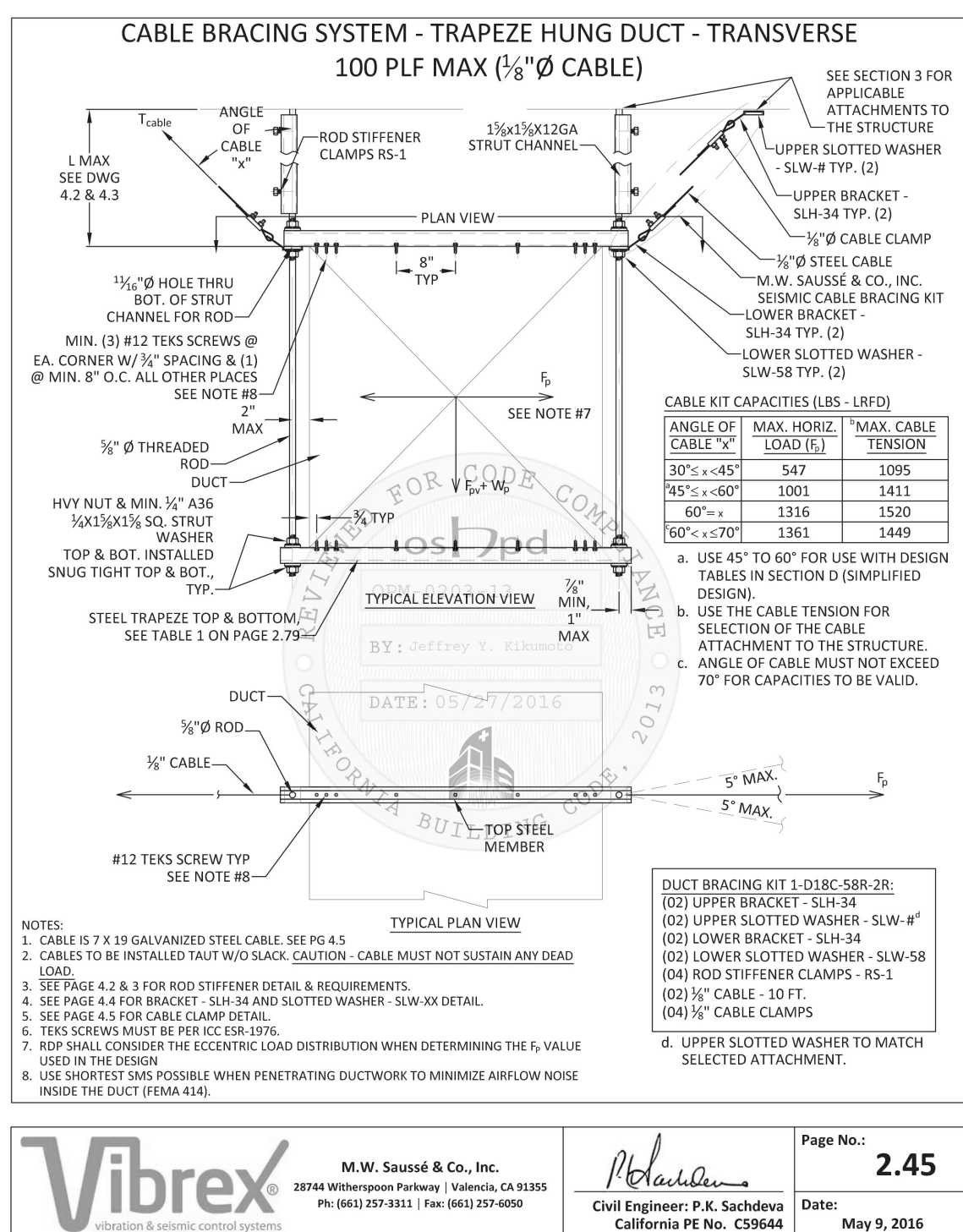
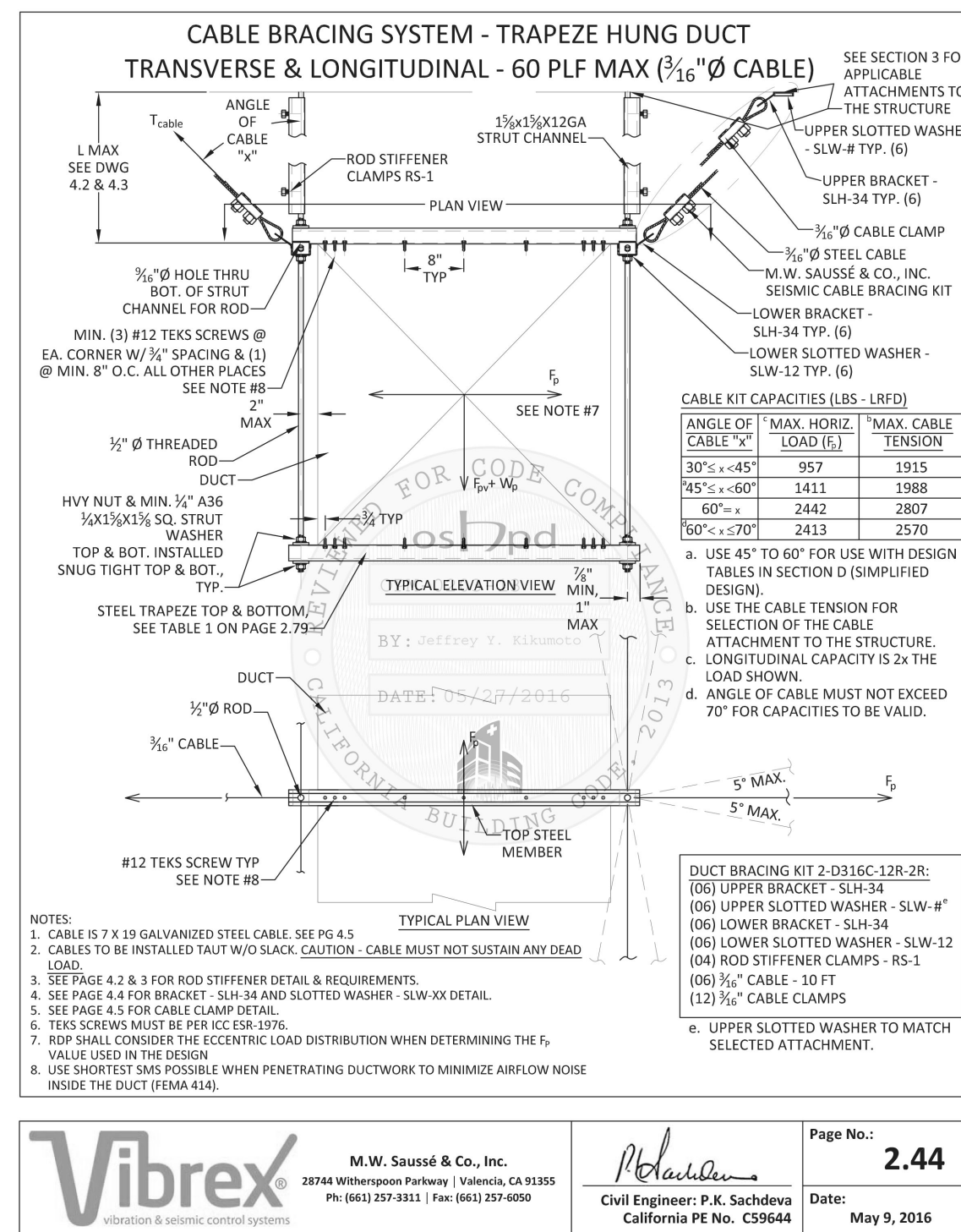
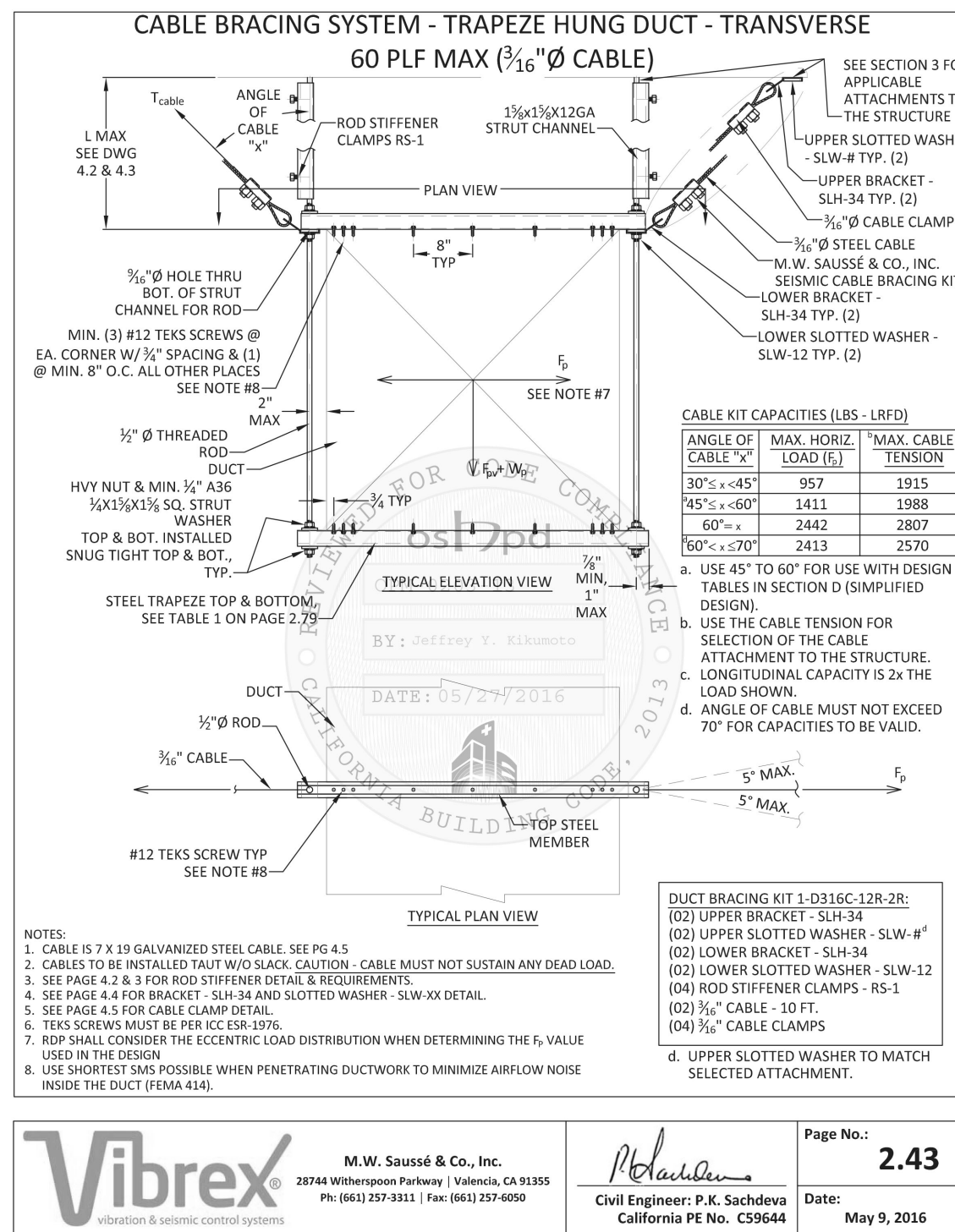
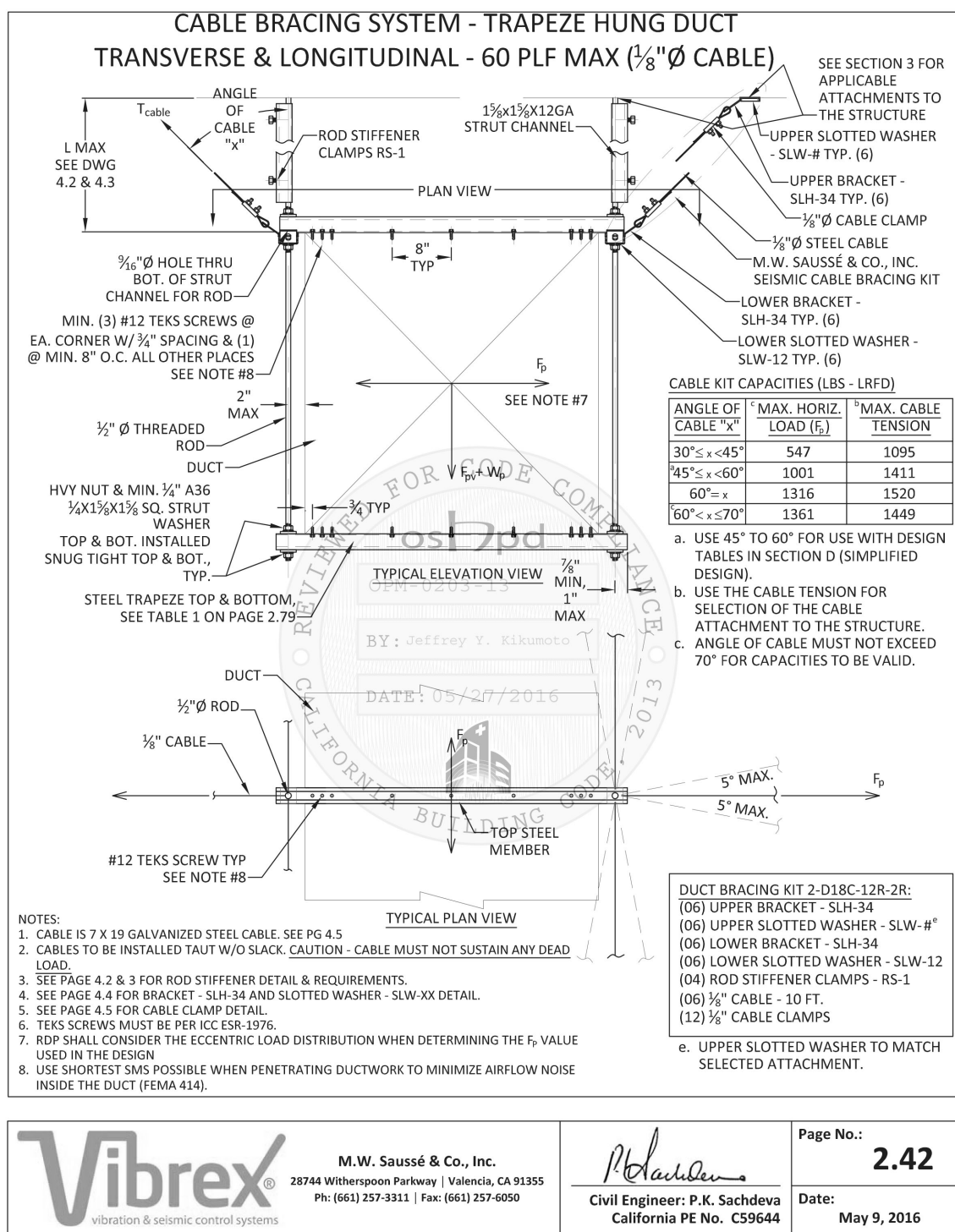
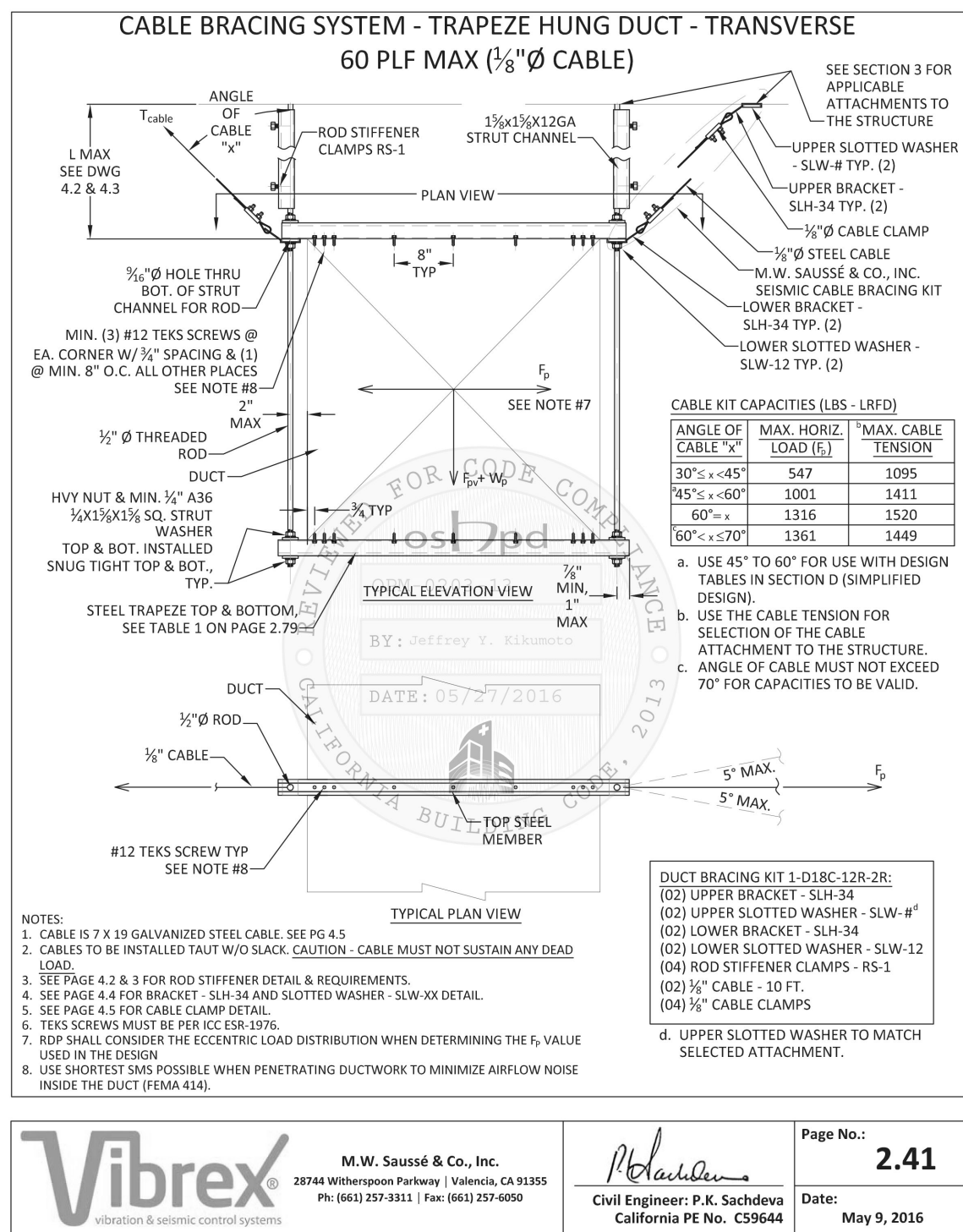
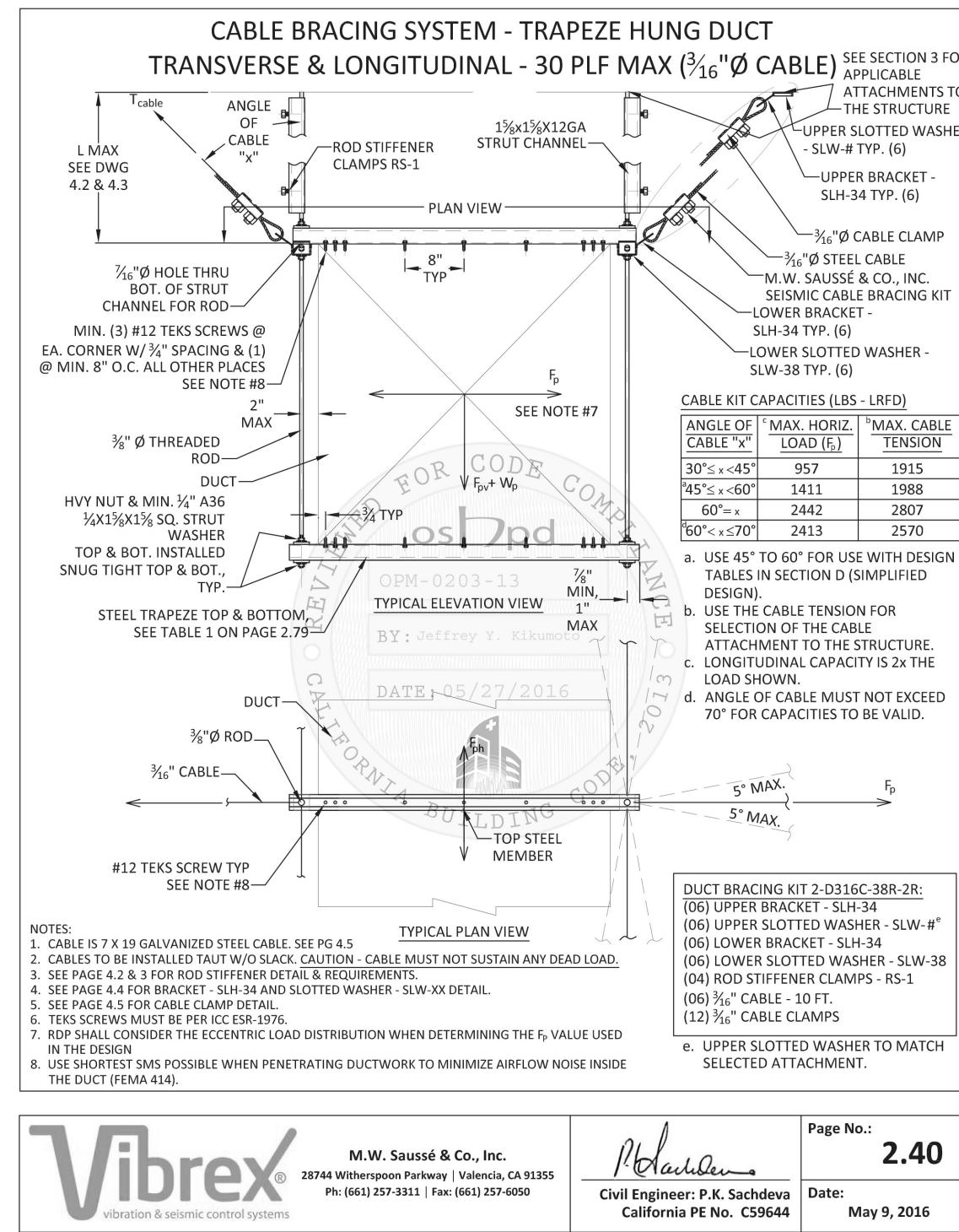
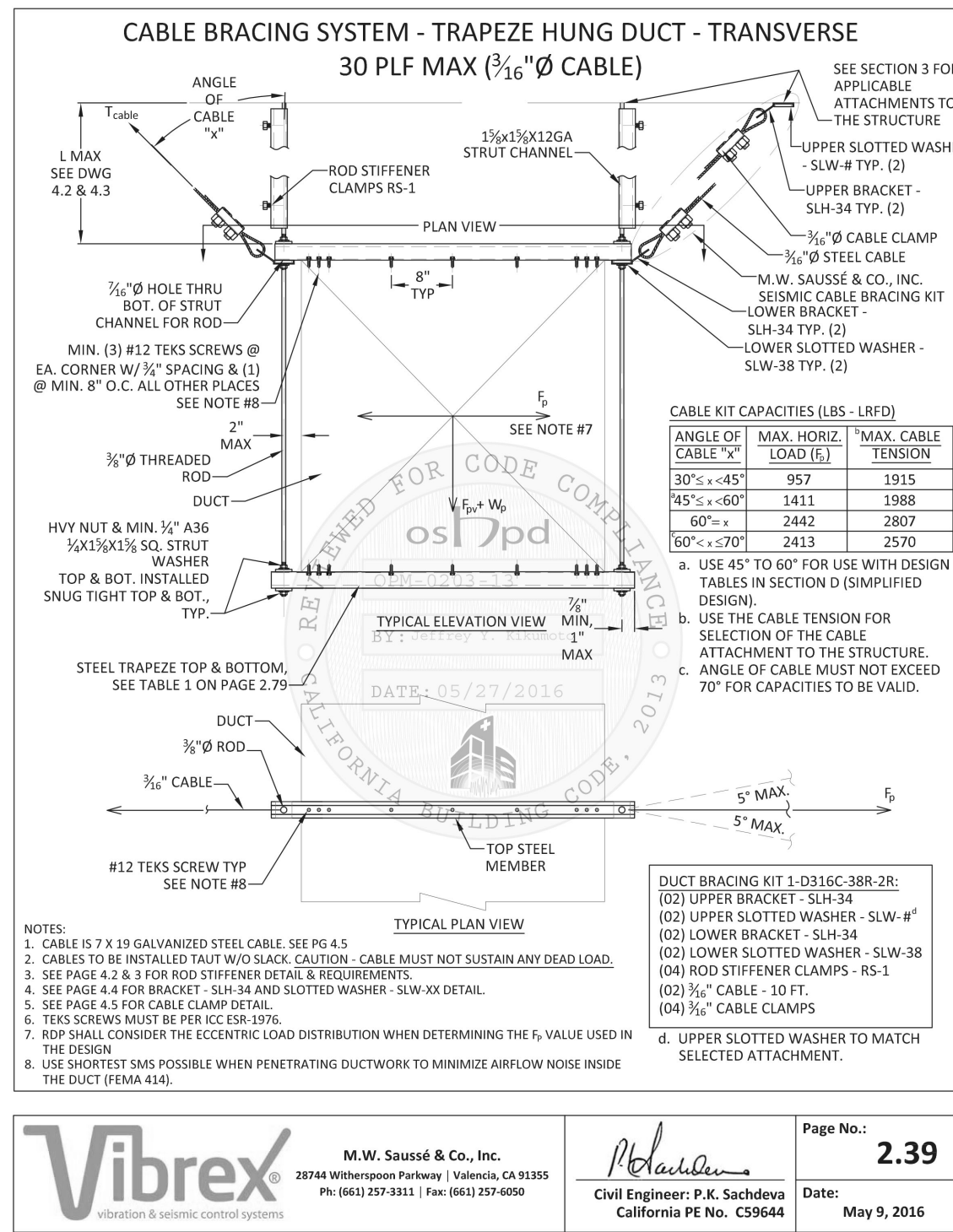
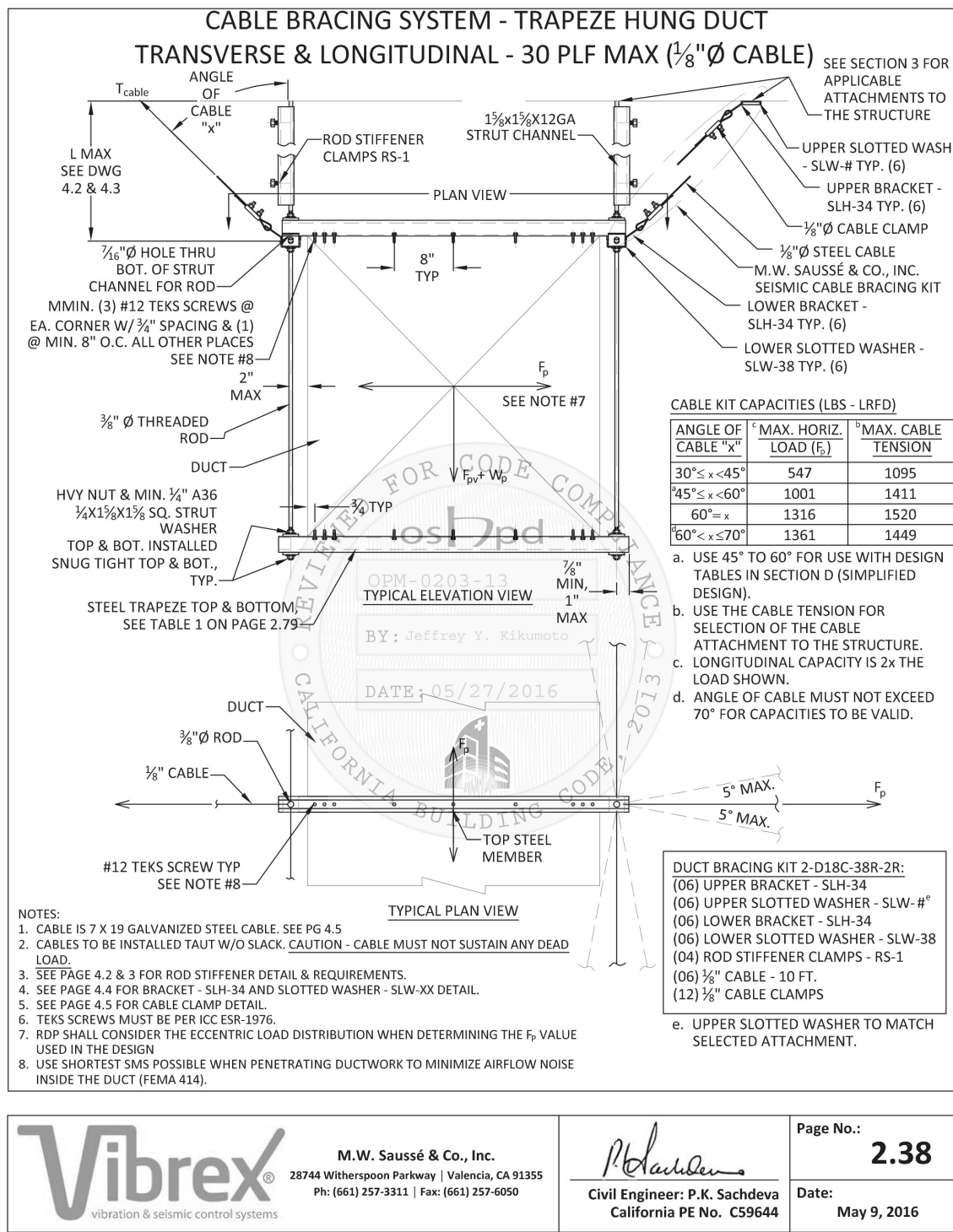
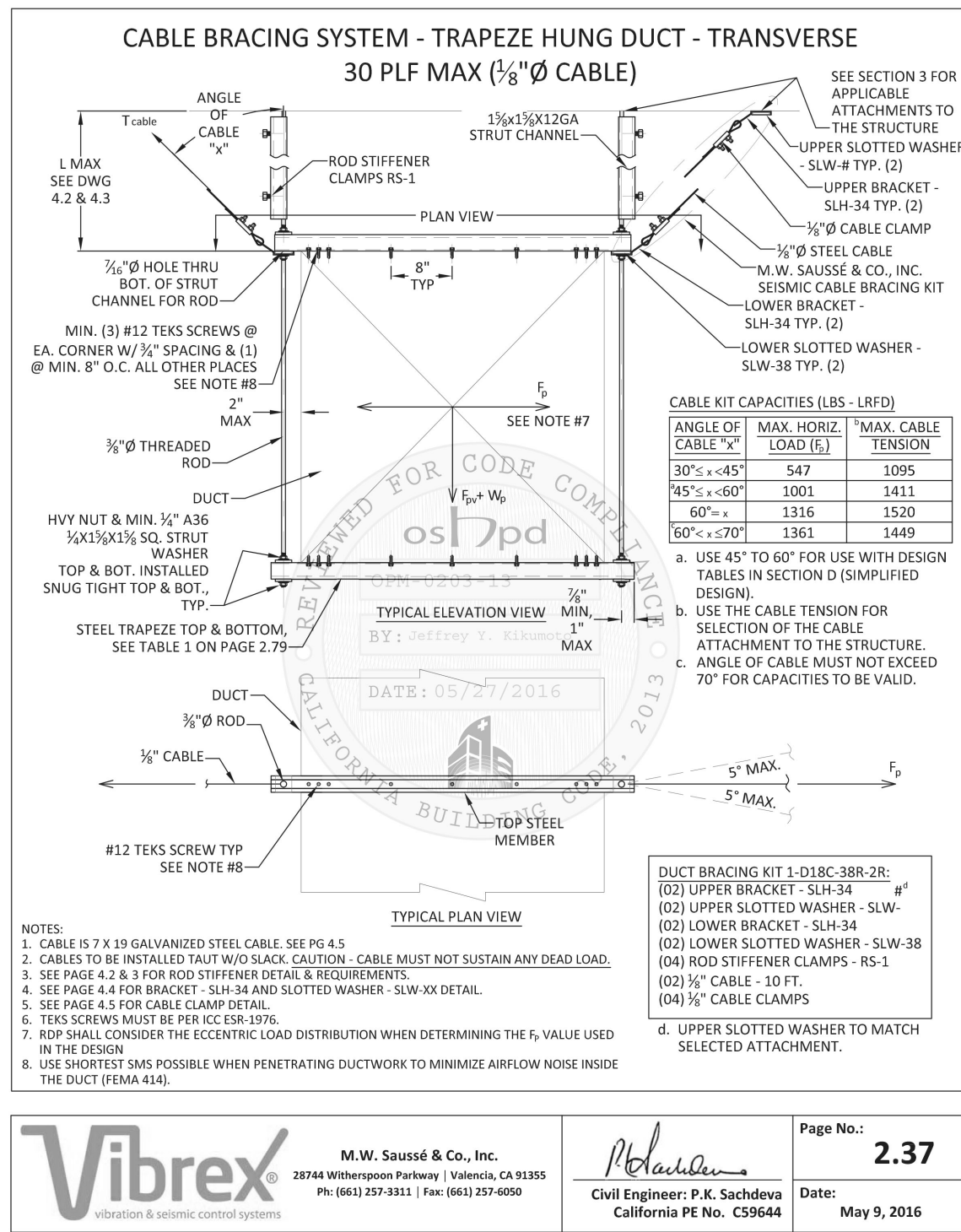
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M108



- ## 5 INDOOR AIR HANDLING UNIT MOUNTING





NOTE: SEE DETAILS 12 & 13/A10.24 FOR CONNECTION TO STRUCTURE.

1 DUCT SUPPORTS PER OPM 0203-13
NO SCALE

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CONSTRUCTION

DATE
2023-01-11

KEYNOTES

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FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL DETAILS

DSA SUBMITTAL

DATE: 03/19/23

CLIENT PROJ NO: 3361-008-000

SHEET:

M502

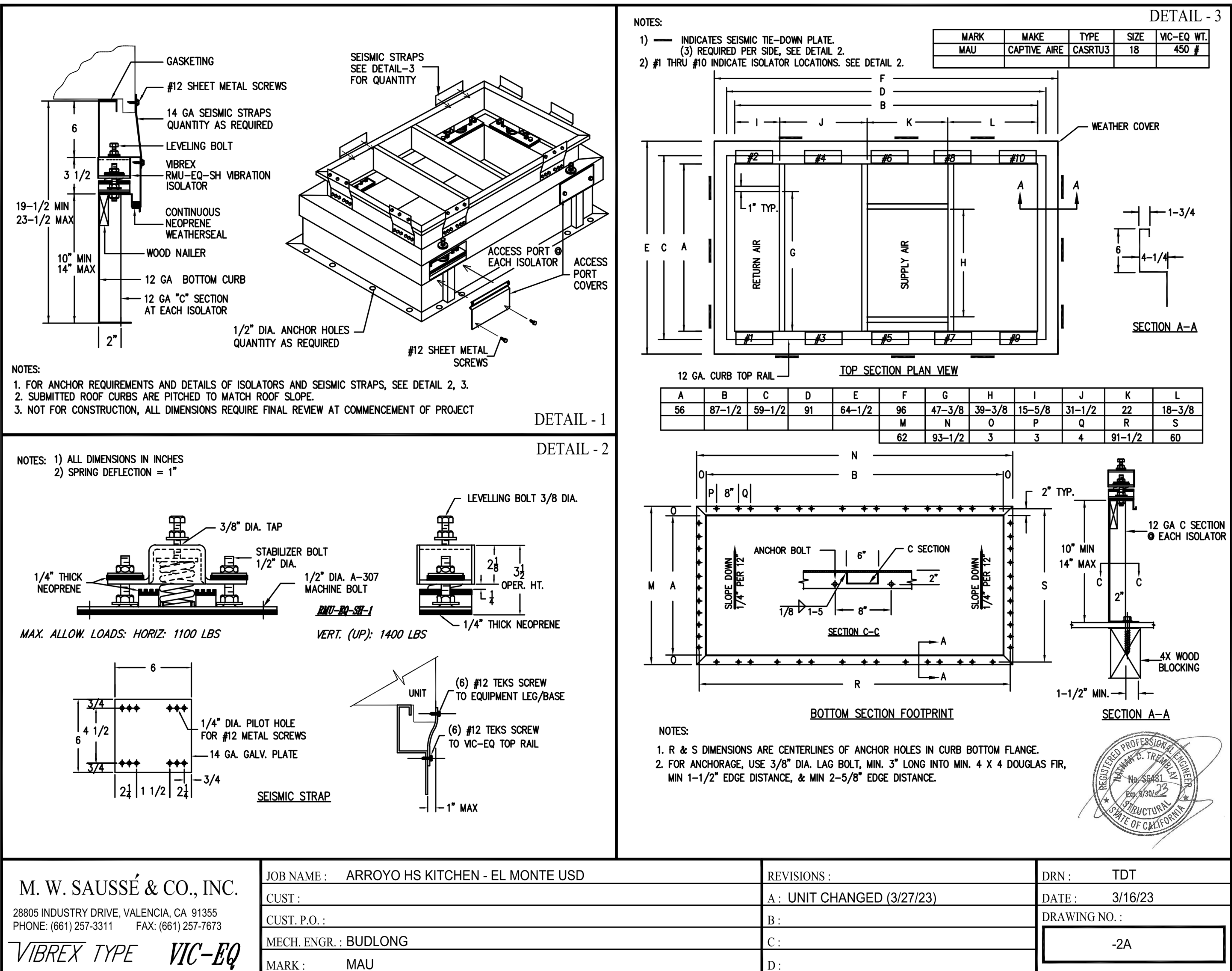
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PRICING SET	2023-01-11

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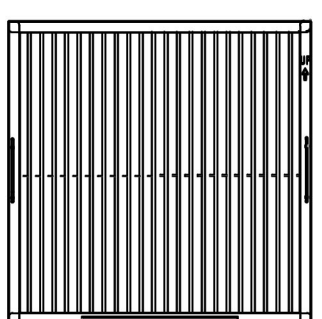
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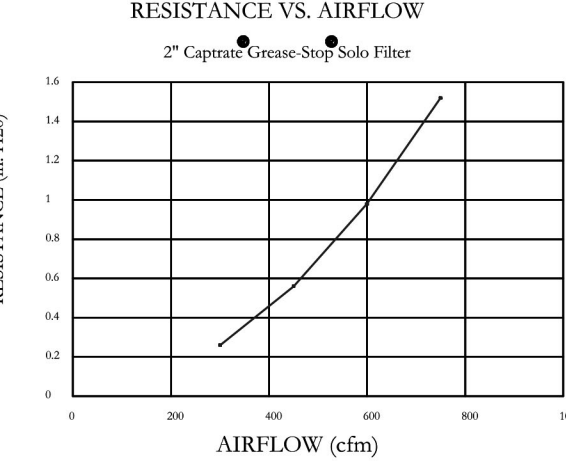


1 MAU-K-1 ROOF CURB
NO SCALE

PLEASE RECYCLE 



Caprate
Grease-Stop Solo Filter



RESISTANCE VS. AIRFLOW
2" Caprate Grease-Stop Solo Filter

Filter Detail
CAPRATE®

EXHAUST CFM=LENGTH OF HOOD X CFM/LIN.FT. (LOAD)
SUPPLY CFM=EXHAUST CFM X PERCENTAGE REQUIRED
TOTAL DUCT AREA=144 X $\frac{CFM}{FPM(*)}$
DUCT LENGTH= $\frac{TOTAL DUCT AREA}{DUCT DEPTH}$



GREASE-STOP SOLO FILTER IS ETL LISTED UNDER FILE NUMBER 306494-001 AND COMPLES WITH UL1046 STANDARD, NSF STANDARD #2, NFPA 96 AND IBC.

*CAPRATE ARE VENTILATOR DUCT SIZES ARE CALCULATED USING AN EXHAUST VELOCITY OF 1800-1850 FPM AND A SUPPLY VELOCITY OF 1000 FPM. PLEASE CONSULT FACTORY FOR MAXIMUM ALLOWABLE DUCT SIZES.

CALCULATIONS UTILIZED

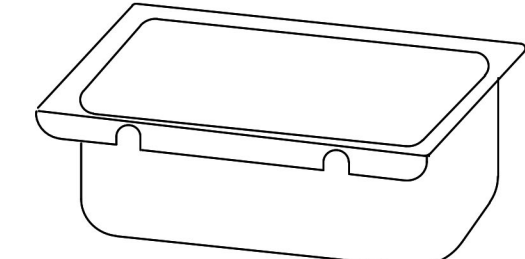
CAPTIVE-AIRE HOODS ARE BUILT IN COMPLIANCE WITH:

- NFPA #96
- B.O.C.A. #93-16
- I.C.B.O. 34416
- SBCCI PSP & ESI NO. 93137
- E.T.L. LISTED 306494-001
- LOS ANGELES #106080
- ETL IS LISTED TO ULC STANDARDS



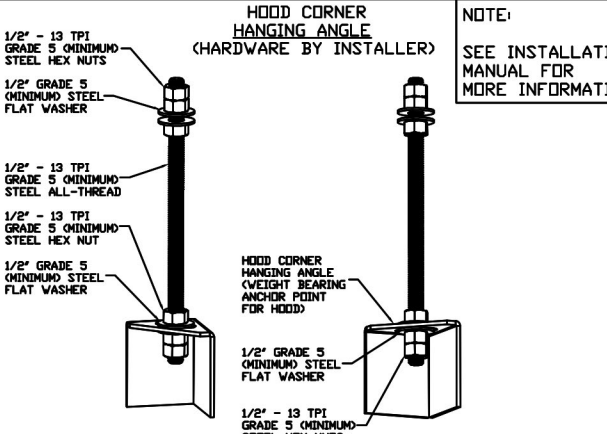
Intertek

BUILDING CODES



GREASE CUP WILL BE SUPPORTED BY TWO STUDS ON THE INSIDE WALL OF THE HOOD. THE GREASE WILL BRAIN THROUGH A CONCEALED GREASE TROUGH AND INTO THIS REMOVABLE/CLEANABLE CUP.

1/2 Pint Grease Cup Detail



NOTE: SEE INSTALLATION MANUAL FOR MORE INFORMATION.

ND-2 HANGING ANGLE DETAIL

HANGING ANGLES WILL BE LOCATED IN THE FOLLOWING LOCATIONS FOR WALL CANOPIES

HOOD STYLE	DIM FROM REAR	DIM FROM FRONT (24" High Hood)	DIM FROM FRONT (30" High Hood)
Wall Exhaust Only	4.166"	2.25"	2.25"
With MUA		2.25"	2.25"
Back Shelf Exhaust Only	4.166"	2.25"	2.25"
With MUA		2.25"	2.25"
Condensate	2.25"	2.25"	

HANGING ANGLE LOCATIONS

HOOD INFORMATION – JOB#5916991

HOOD NO	TAG	MODEL	MANUFACTURER	LENGTH	MAX COOKING TEMP	TYPE	APPLIANCE DUTY	DESIGN CFM/FT	TOTAL EXH CFM	EXHAUST PLENUM RISER(S)				HOOD CONSTRUCTION	HOOD CONFIG				
										WIDTH	LENG	HEIGHT	DIA		CFM	VEL	SP	END TO END	ROW
1	H-1	Dvens ND-2	CAPTIVEAIRE	11' 6"	450 DEG	I	MEDIUM	150	1725			4"	16"	1725	1235	-0.423"	304 SS 100%	ALONE	FRONT
2	H-2	Dvens ND-2	CAPTIVEAIRE	11' 6"	600 DEG	I	HEAVY	200	2300			4"	16"	2300	1647	-0.753"	304 SS 100%	ALONE	BACK

HOOD INFORMATION

HOOD NO	TAG	TYPE	FILTER(S)				LIGHT(S)				UTILITY CABINET(S)				FIRE SYSTEM PIPING	HOOD HANGING WEIGHT		
			QTY	HEIGHT	LENGTH	EFFICIENCY @ 7 MICRONS	QTY	TYPE	WIRE GUARD	LOCATION	SIZE	TYPE	SIZE	ELECTRICAL MODEL #			SWITCHES QUANTITY	
1	H-1	Dvens	CAPRATE SOLD FILTER	8	20"	16"	85% SEE FILTER SPEC	3	RECESSED ROUND	NO	LEFT	12"x66"x24"					YES	629 LBS
2	H-2	Dvens	CAPRATE SOLD FILTER	8	20"	16"	85% SEE FILTER SPEC	3	RECESSED ROUND	NO	RIGHT	12"x66"x24"	TANK FS	4.0/4.0	DCV-1111	1 LIGHT 1 FAN	YES	845 LBS

HOOD OPTIONS

HOOD NO	TAG	OPTION	
1	H-1	Dvens	FIELD WRAPPER 18.00" HIGH FRONT, LEFT, RIGHT. BALANCE DAMPERS.
2	H-2	Dvens	FIELD WRAPPER 18.00" HIGH FRONT, LEFT, RIGHT. BALANCE DAMPERS.

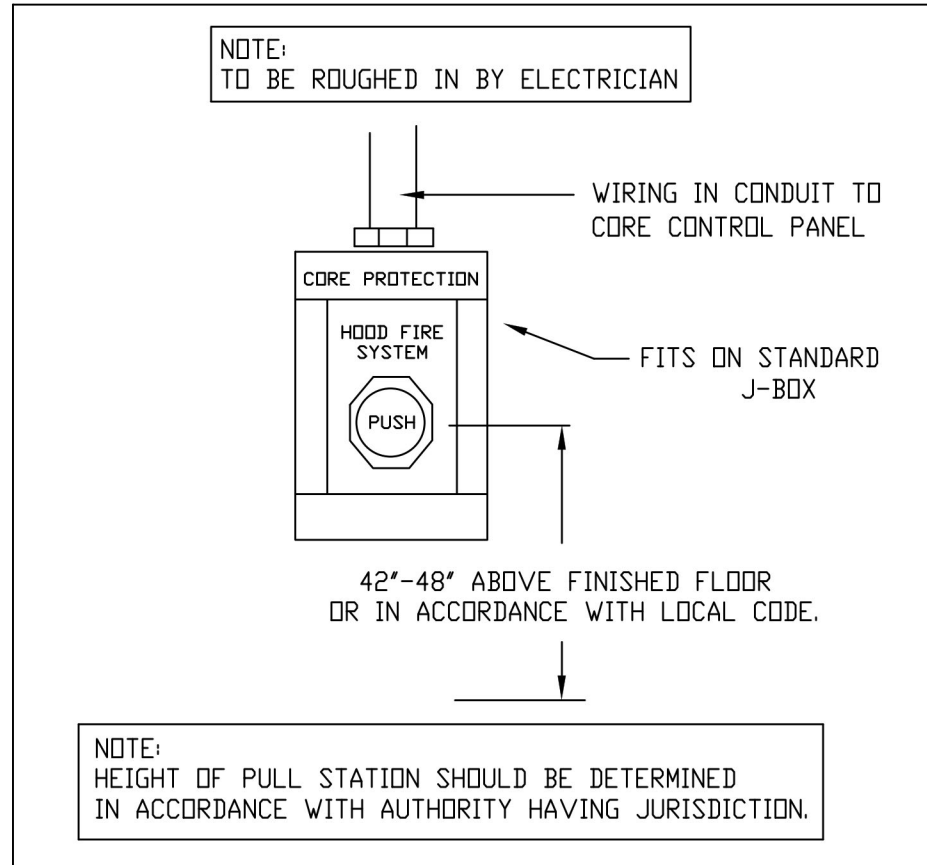
FIRE SYSTEM INFORMATION – JOB#5916991

FIRE SYSTEM NO	TAG	TYPE	SIZE	FLOW POINTS	INSTALLATION	
					SYSTEM	LOCATION ON HOOD
1		TANK FS	4.0/4.0	28	FIRE CABINET RIGHT	RIGHT, HOOD 2

GAS VALVE(S)

FIRE SYSTEM NO	TAG	TYPE	SIZE	SUPPLIED BY
1		SC ELECTRICAL	2.000	CAPTIVEAIRE SYSTEMS

TANK MANUAL ACTIVATION DETAIL



NOTE: TO BE ROUGHED IN BY ELECTRICIAN

WIRING IN CONDUIT TO CORE CONTROL PANEL

CORE PROTECTION

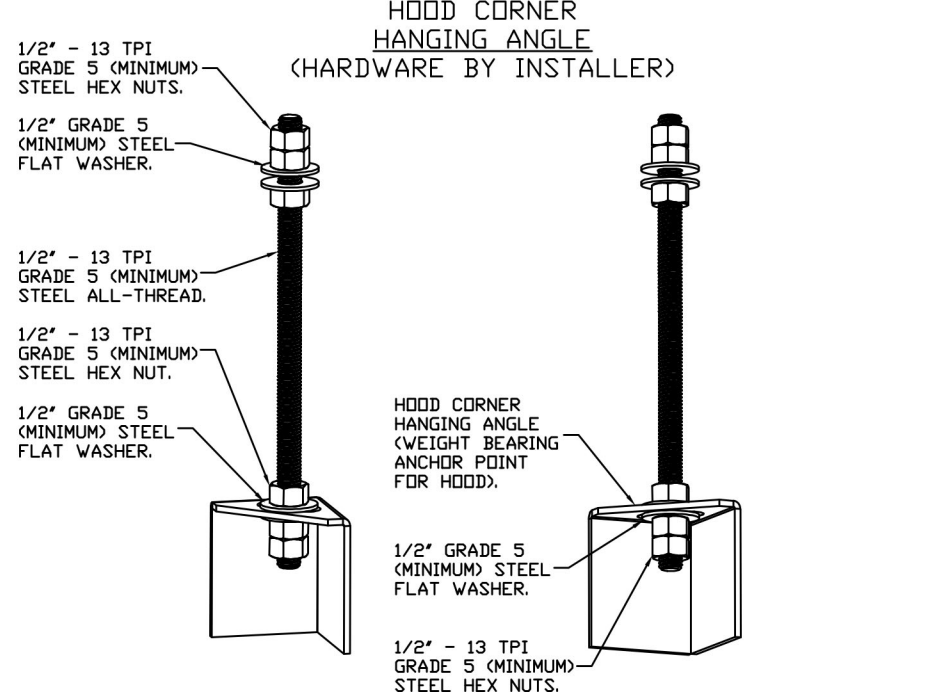
HOOD FIRE SYSTEM

FITS ON STANDARD J-BOX

42"-48" ABOVE FINISHED FLOOR OR IN ACCORDANCE WITH LOCAL CODE.

NOTE: HEIGHT OF PULL STATION SHOULD BE DETERMINED IN ACCORDANCE WITH AUTHORITY HAVING JURISDICTION.

ASSEMBLY INSTRUCTIONS



HOOD CORNER HANGING ANGLE (HARDWARE BY INSTALLER)

1/2" - 13 TPI GRADE 5 MINIMUM STEEL HEX NUTS.

1/2" GRADE 5 MINIMUM STEEL ALL-THREAD.

1/2" - 13 TPI GRADE 5 MINIMUM STEEL HEX NUT.

1/2" GRADE 5 MINIMUM STEEL FLAT WASHER.

HOOD CORNER HANGING ANGLE (WEIGHT BEARING ANCHOR POINT FOR HOOD).

1/2" GRADE 5 MINIMUM STEEL FLAT WASHER.

1/2" - 13 TPI GRADE 5 MINIMUM STEEL HEX NUT.

HANGING ANGLE MUST BE SUPPORTED WITH 1/2" - 13 TPI GRADE 5 (MINIMUM) ALL-THREAD, SANDWICH HANGING ANGLES AND CEILING ANCHOR POINTS WITH 1/2" GRADE 5 (MINIMUM) STEEL FLAT WASHERS AND 1/2" - 13 TPI GRADE 5 (MINIMUM) HEX NUTS AS SHOWN. MUST USE DOUBLED HEX NUT CONFIGURATION BENEATH HOOD HANGING ANGLES AND ABOVE CEILING ANCHORS. MAINTAIN 1/4" OF EXPOSED THREADS BENEATH BOTTOM HEX NUT. TORQUE ALL HEX NUTS TO 57 FT-LBS.

NOTE

ALL WALLS THAT COME WITHIN 18" OF THE HOOD MUST BE METAL STUD AND SHEETROCK.

IF WOOD STUDS FACTORY INSTALLED INSULATION REQUIRED, PLEASE ADVISE CAPTIVE AIRE PRIOR TO FABRICATION.

NOTE- Exhaust Collar Must be Factory Installed. If A Different Size Or Location Is Required, Please Note Change On Submittal.

Rear Discharge Is Available. Contact CaptiveAire For Possible Locations.

Operation of All CaptiveAire Equipment to be Verified by Factory Service Technician. Equipment Must be Operational and Fire System shall be Hooked-up and Armed. Report to be Sent to Customer by Manufacturer When Complete.

FOR QUESTIONS CALL:
RECEX McNULTY
LOS ANGELES SALES OFFICE
REFERENCE JOB NUMBER
PHONE: 310.876.8505 REG81@CAPTIVEAIRE.COM

SPECIFICATION: CAPRATE® GREASE-STOP® SOLO FILTER

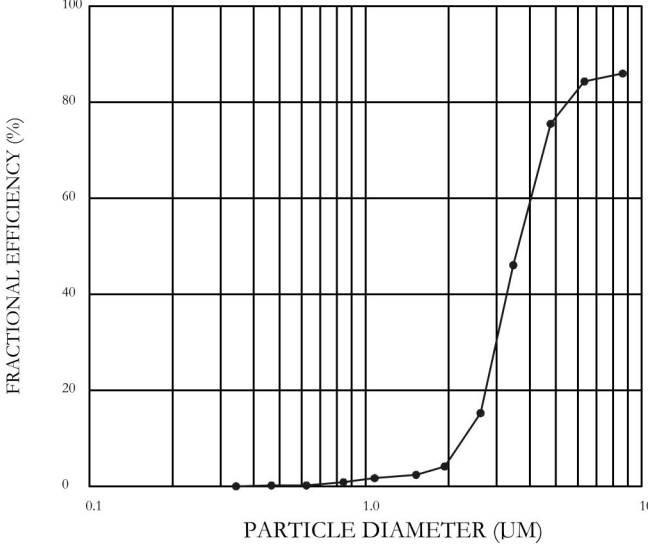
THE CAPRATE GREASE-STOP SOLO FILTER IS A SINGLE-STAGE FILTER FEATURING A UNIQUE S-Baffle DESIGN IN CONJUNCTION WITH A SLOTTED REAR Baffle DESIGN, TO DELIVER EXCEPTIONAL FILTRATION EFFICIENCY.

FILTER IS STAINLESS STEEL CONSTRUCTION, AND SIZED TO FIT INTO STANDARD 2-INCH DEEP HOOD CHANNEL(S).

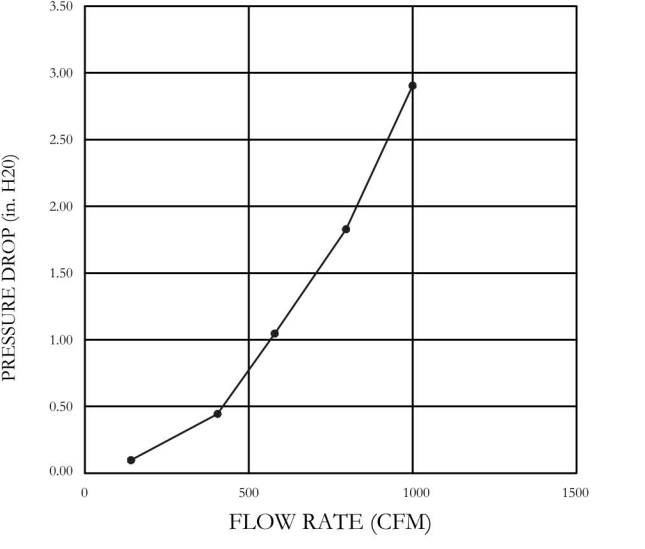
UNITS SHALL INCLUDE STAINLESS STEEL HANDLES AND A FASTENING DEVICE TO SECURE THE TWO COMPONENTS WHEN ASSEMBLED.

GREASE EXTRACTION EFFICIENCY PERFORMANCE SHALL REMOVE AT LEAST 75% OF GREASE PARTICLES FIVE MICRONS IN SIZE, AND 85% GREASE PARTICLES SEVEN MICRONS IN SIZE AND LARGER, WITH A CORRESPONDING PRESSURE DROP NOT TO EXCEED 10 INCHES OF WATER GAUGE.




THE CAPRATE GREASE-STOP SOLO WAS TESTED TO ASTM STANDARD ASTM F2519-05. MANUFACTURER APPROVED FOR USE IN SOLID FUEL APPLICATIONS AS A SPARK ARRESTER.



EFFICIENCY VS. PARTICLE DIAMETER



PRESSURE DROP VS. FLOW RATE



CAPTIVE FILTERS ARE BUILT IN COMPLIANCE WITH:
NFPA #96.
NSF STANDARD #2.
UL STANDARD #1046.
INT. MECH. CODE (IMC).
ULC-S649.

REVISIONS

DESCRIPTION	DATE

www.captiveaire.com

Los Angeles Office

1810 14th St Suite 214, Santa Monica, CA 90404 PHONE: (310) 876-8505 FAX: (310) 747-3639 EMAIL: reg81@captiveaire.com

EL MONTE USD ARROYO HS 460V- El Monte, CA 91732

EL MONTE, CA, 91732

DATE: 5/18/2023

DWG.#: 5916991

DRAWN BY: RMM


SCALE: 3/4" = 1'-0"

MASTER DRAWING

SHEET NO. 1

AGENCY APPROVAL:

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DESCRIPTION DATE
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KEYNOTES

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FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL DETAILS

DSA SUBMITTAL

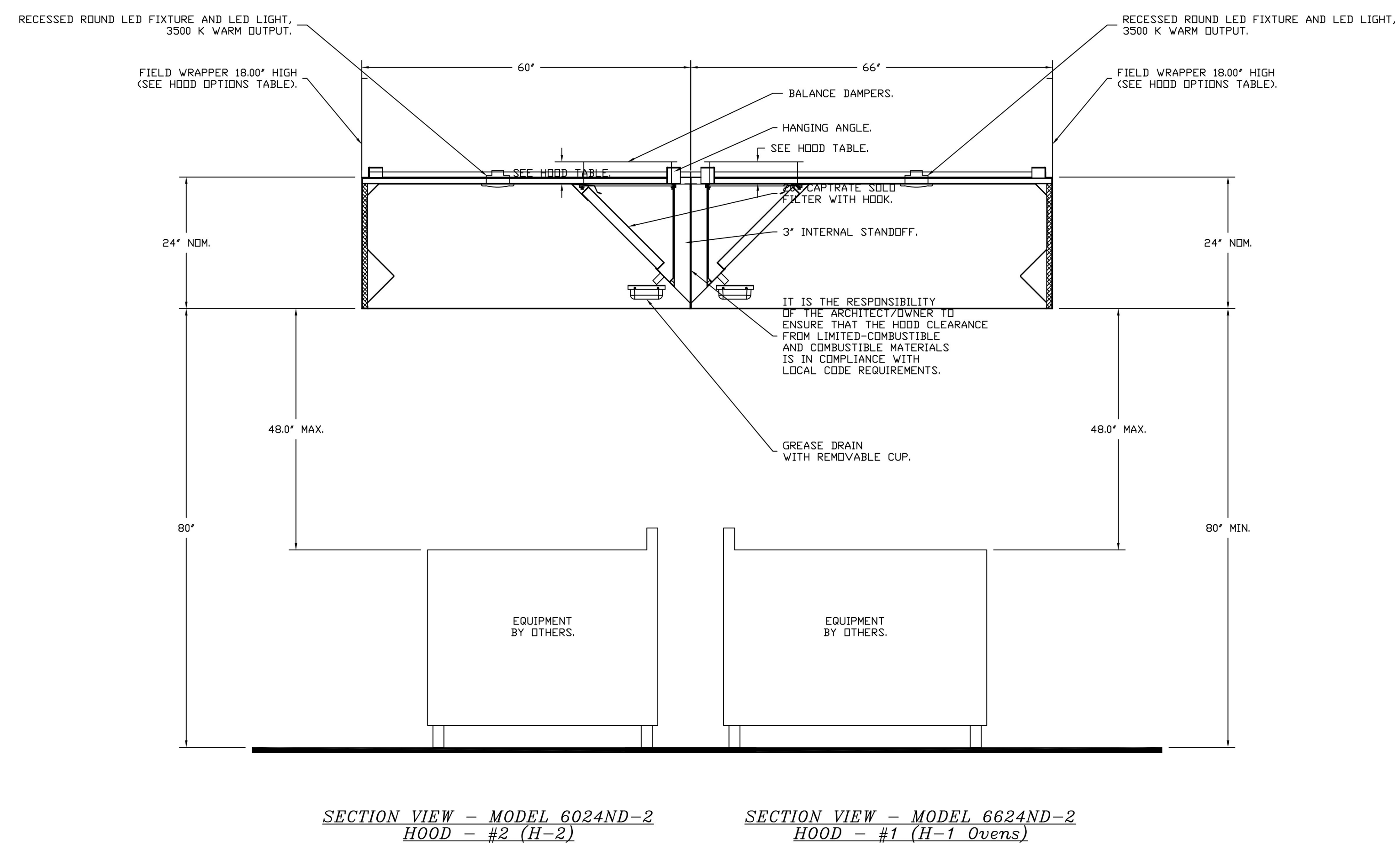
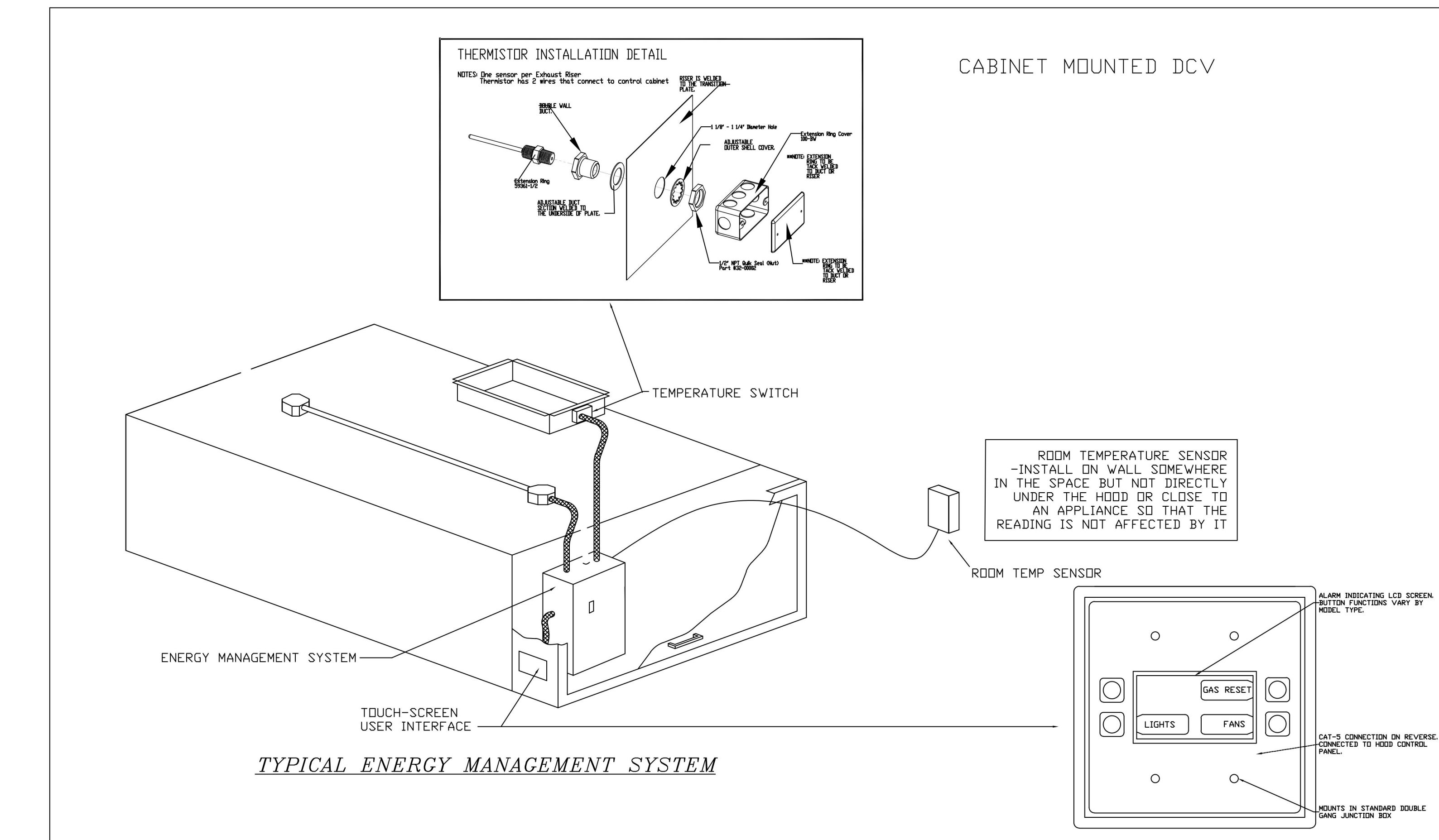
DATE: 03/19/23 CLIENT PROJ NO: 3361-008-000

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M504

1 KITCHEN DETAILS PAGE 1
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1 KITCHEN DETAILS PAGE 2

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DATE: 03/23/23	CLIENT PROJ NO: 3361-008-
SHEET:	

M505

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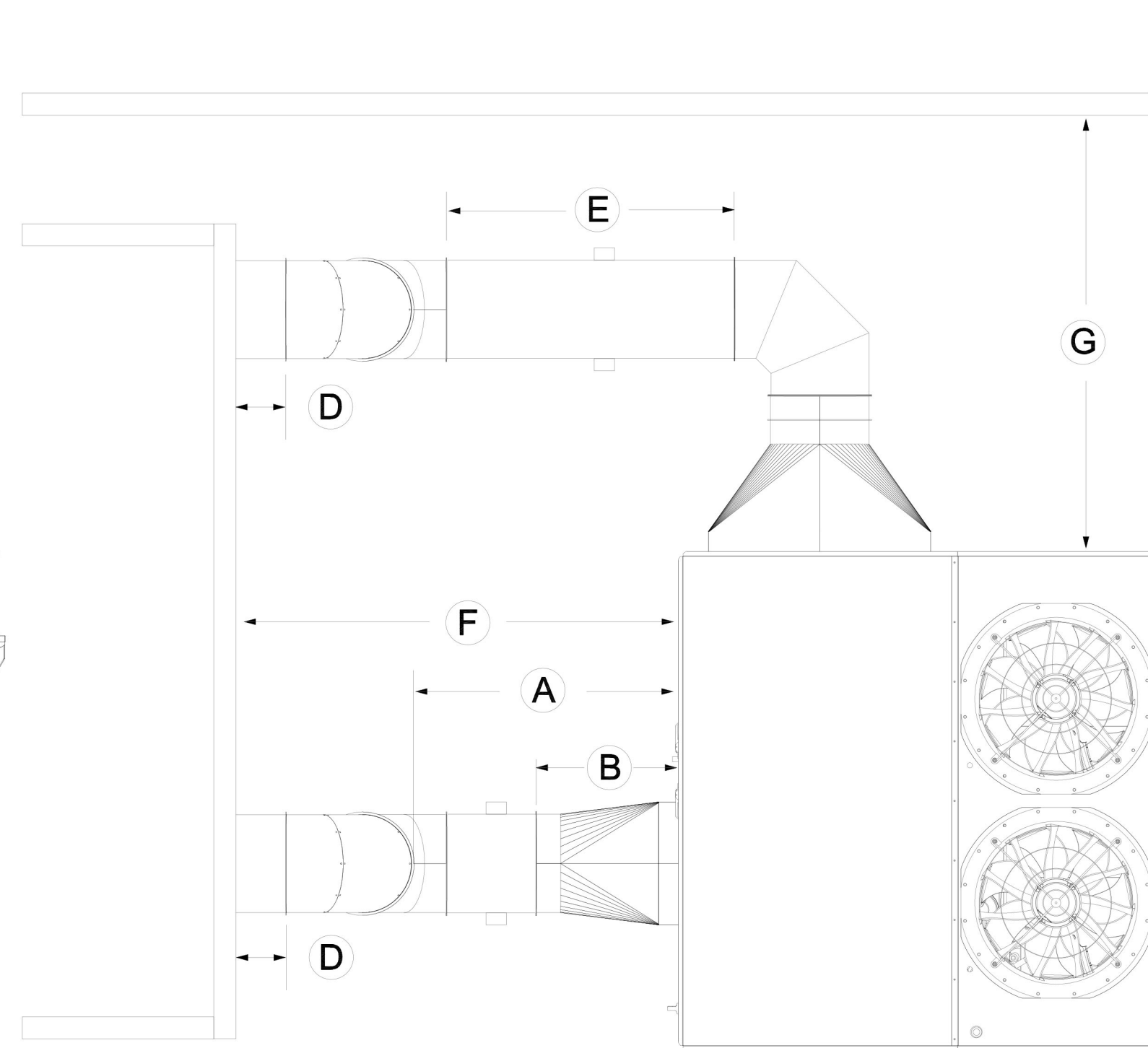
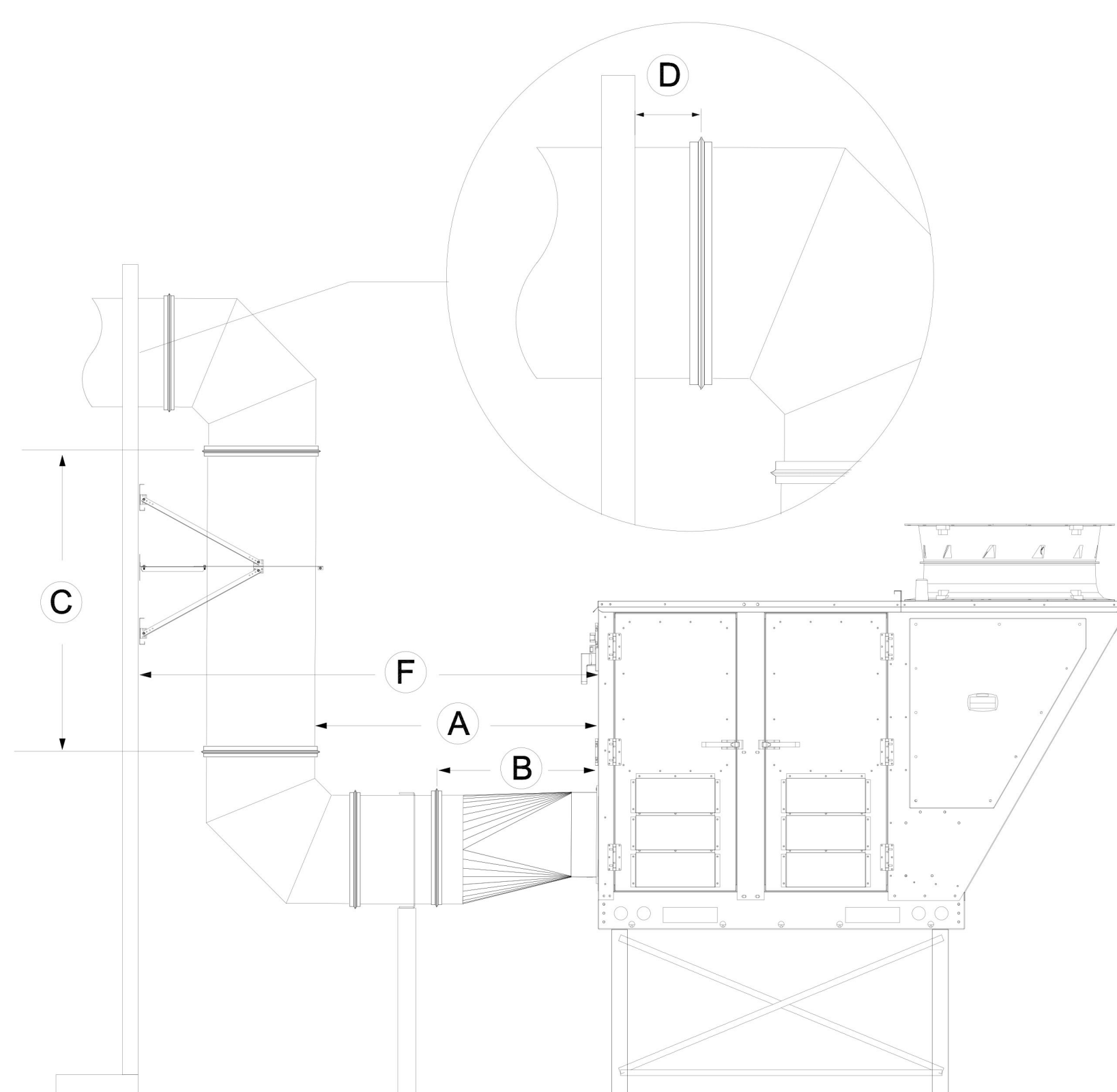
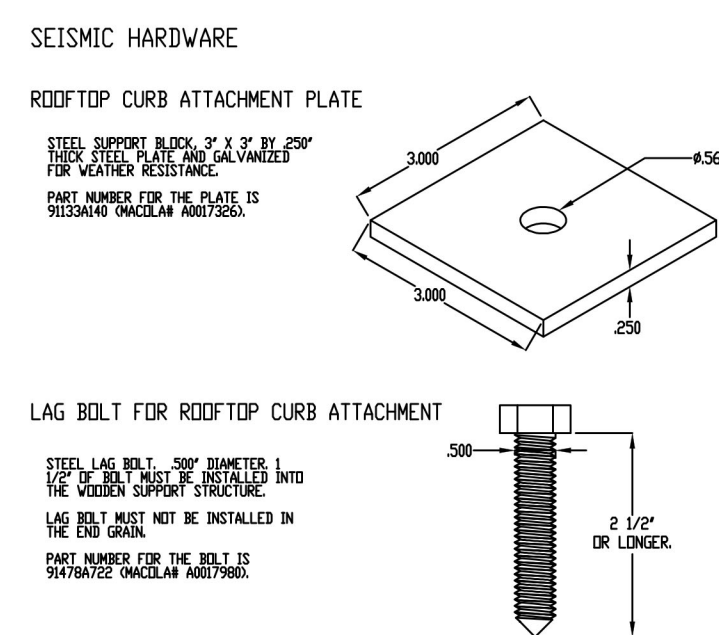
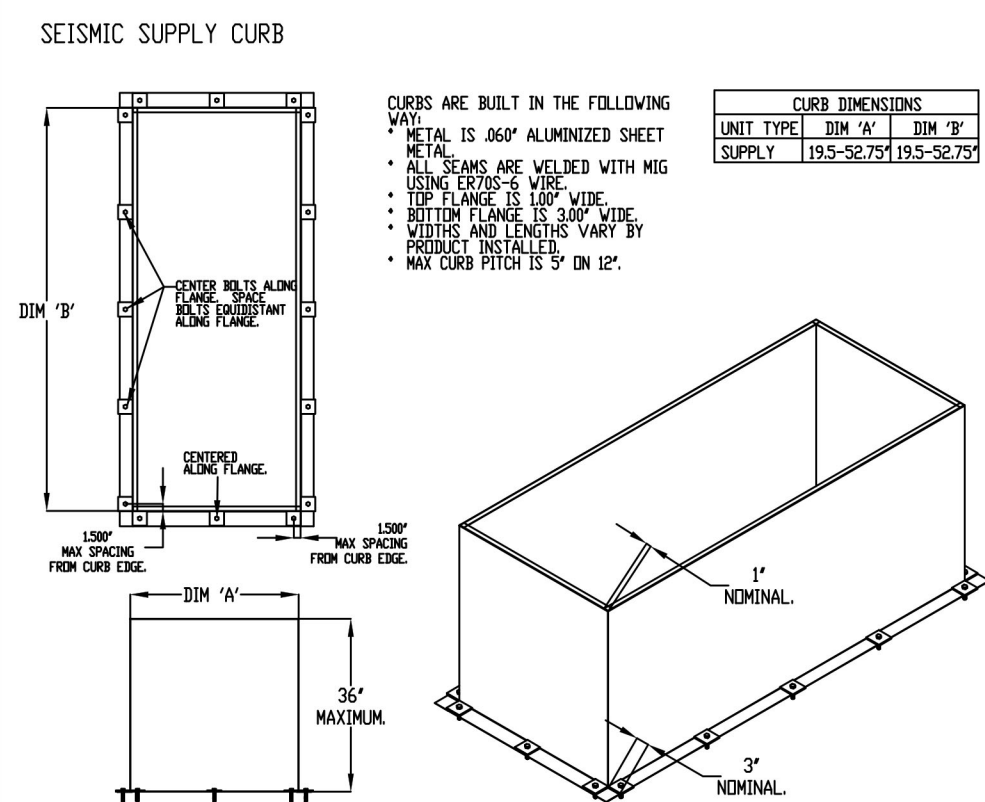
	EL MONTE USD ARROYO HS 460V – El Monte, CA 91732 EL MONTE, CA, 91732	
	DATE: 5/18/2023	
	DWG.#: 5916991	
	DRAWN BY: RMM	SCALE: 3/4" = 1'-0"
	MASTER DRAWING	
SHEET NO. 3		

EXHAUST FAN INFORMATION - JOB#5916991																	
FAN UNIT NO	TAG	QTY	FAN UNIT MODEL #	MANUFACTURER	CFM	ESP	RPM	MOTOR ENCL	HP	BHP	PHASE	VOLT	FLA	DISCHARGE VELOCITY	WEIGHT (LBS)	MOUNTING DETAIL	SONES
1	KEF-1	1	DUE40HFA	CAPTIVEAIRE	4025	1.750	946	ODP/PREMIUM	5.000	2.3620	3	460	7.2	915 FPM	313	2/M501	17.7

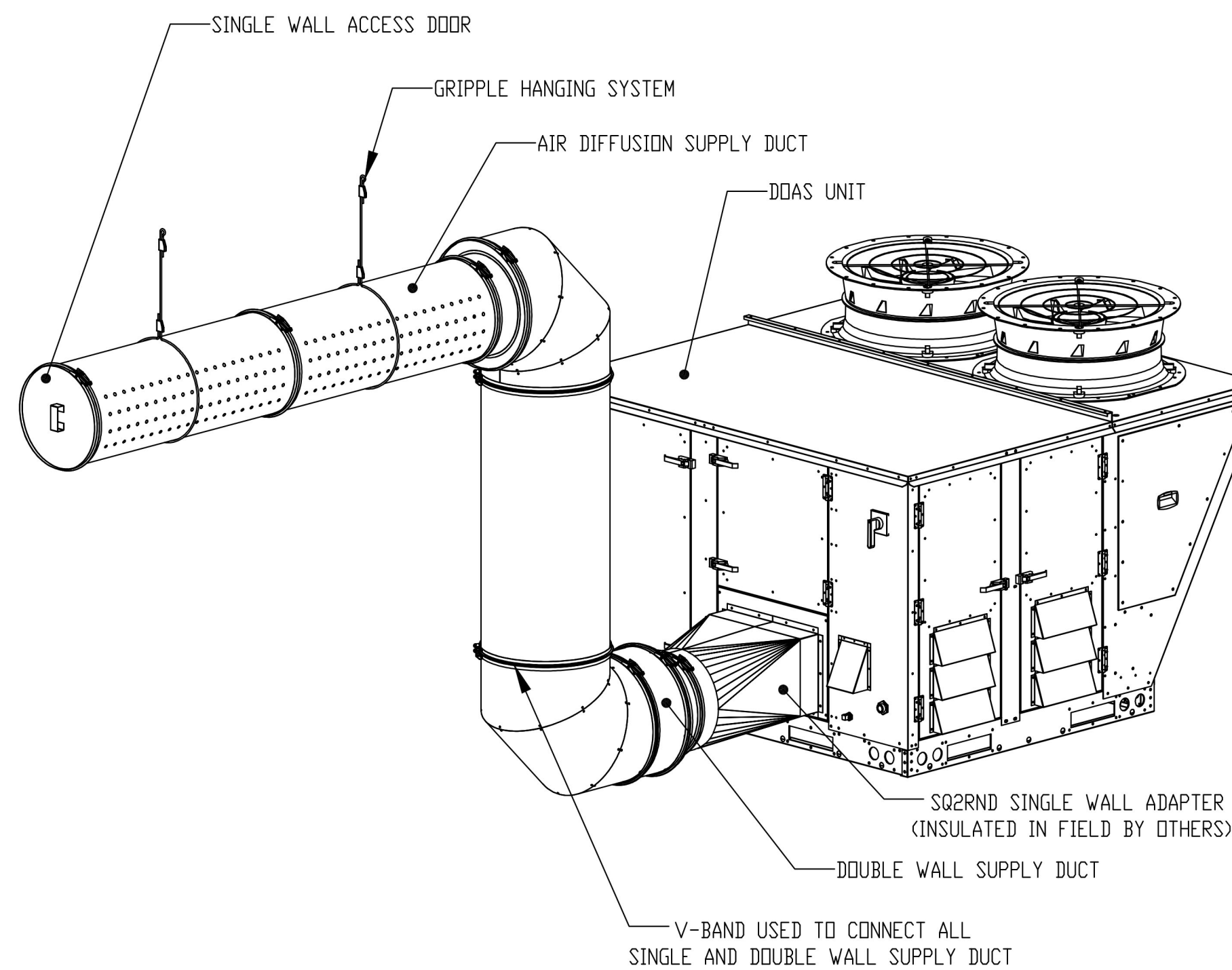
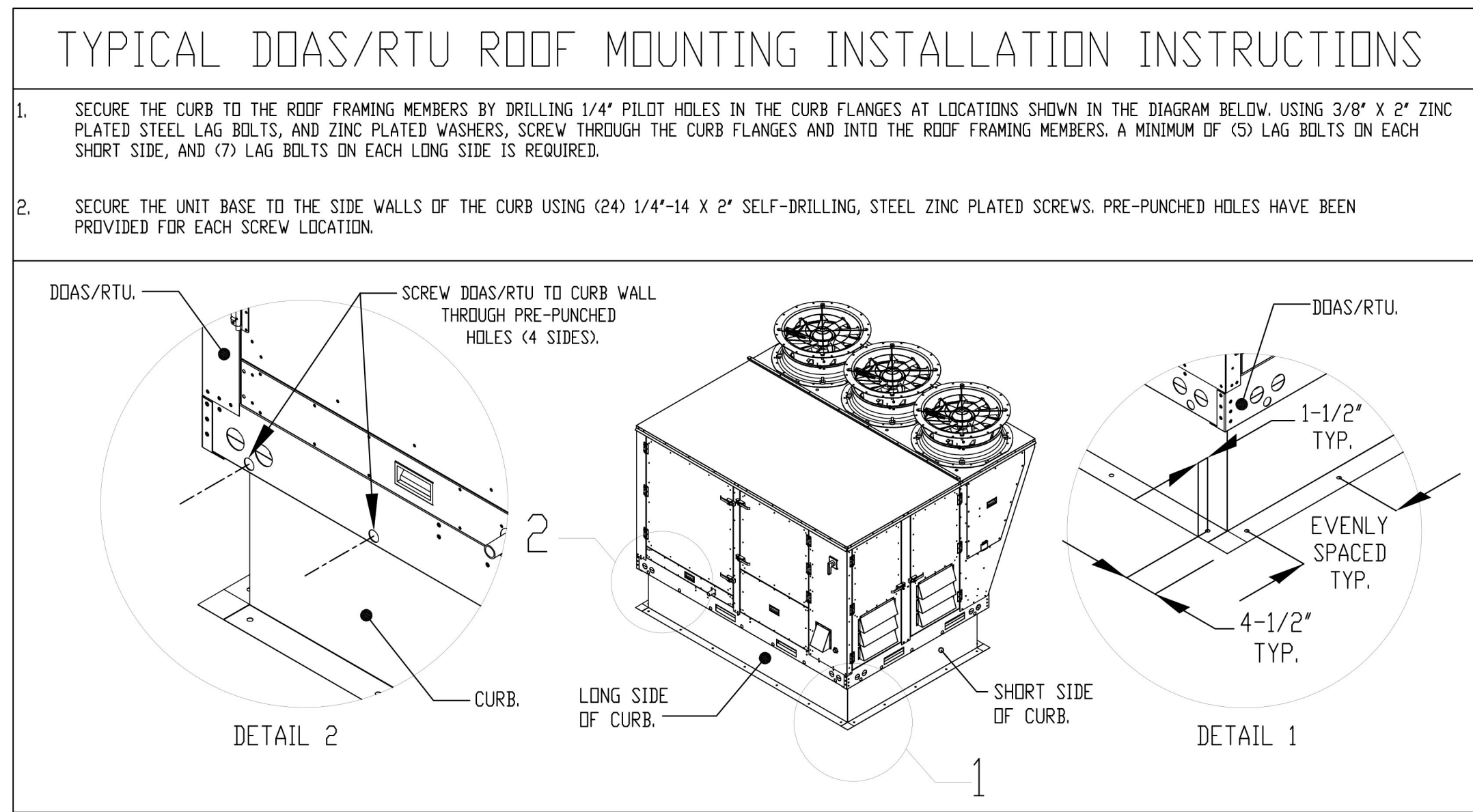
UNIT PARTS OPTIONS		TAGS	QTY	DESCRIPTION
1	KEY-1	1	1	GRASS BRUSH
		1	1	1 PAN BASE CERAMIC SEAL - SHIP LOADS - FINE GRASS BRUSHES
		1	1	LOAD REACTOR MOUNTED IN YEAR 1
		1	2	YEAR PARTS WARRANTY
		1	1	1 REMOTE ELECTRIC CONNECTION - RUT 750VA TRANSFORMER USED FOR CONTROLS
		1	2	2 YEAR PRIMARY CONNECTIONS REQUIRED FOR RUT WITH ELECTRIC HEAT. IF A NON-SCV PREVIEWER THESE UNIT PARTS WILL BE REQUIRED. IF A SCV PREVIEWER OPTION MUST BE SELECTED TO NOT PROVIDE SUPPLY STARTER IN PREVIEW
		1	1	1 INSULATING BUILDING MATERIALS - 10' X 10' X 1/2" - INTERNET OR CELLULAR CONNECTION REQUIRED
		1	1	1 6" MERV 13 FILTERS FOR RUTS QTY. 42
		1	1	1 6" MERV 8 FILTERS FOR RUTS QTY. 42
		1	1	1 OVERHEAT STAT
2		1	1	1 REMOTE TEMPERATURE AND HUMIDITY SENSE SENSOR
		1	1	1 OVERHEAT SCHEDULING
		1	1	1 RUTS CURB BUILT HANGER
		1	1	1 120V FRC INPUT
		1	1	1 120V WITH BATTERY REMOTE UNIT MONITORING - ALLOWS FOR REMOTE DDC LOGGING OVERDRIVE AND STOP/START CHANGES
		1	1	1 RUTS CONFINING (HOLD) (GFCI) IS 4-AMP - REQUIRES SCHEDULED 20V CONNECTION
		1	1	1 INCLUDES RECEPTACLE, COVER AND J-BOX
		1	1	1 CLASSIFIED FIELD SWITCHES - 120V/240V NOTIFICATION 20V
		1	1	1 20 TON MODULATING COILING OPTION WITH HEAT PUMP, 460/480V, R410A REFRIGERANT, VARIABLE SPEED COMPRESSION RATIO, 1/2" COIL CONNECTION PUMP
		1	1	1 20 TON MODULATING REEBOIL OPTION WITH HEAT PUMP - DISCHARGE DEVELOPMENT CONTROL
		1	1	1 RUTS DISCHARGE ELECTRIC HEAT - 15-60KW
		1	1	1 RUTS DISCHARGE RETURN
		1	1	1 RUTS INTAKE/RETRIEVE DAMPER - 10 PERCENTAGE CONTROL
		1	1	1 UNIT REMOVED VENT CONTROL FOR SCV
		1	1	1 LOAD REACTOR MOUNTED IN YEAR 1
		1	5	5 YEAR EXTREME UNIT PARTS WARRANTY, 10 YEAR EXTREME UNIT PARTS WARRANTY WITH REMOTE MONITORING AND CAPTIVE SERVICE CONTRACT
		1	1	1
		1	1	1
		1	1	1
		1	1	1

FAN ACCESSORIES								
FAN UNIT NO	TAG	EXHAUST			SUPPLY			
		GREASE CUP	GRAVITY DAMPER	WALL MOUNT	SIDE DISCHARGE	GRAVITY DAMPER	MOTORIZED DAMPER	WALL MOUNT
1	KEF-1	YES						

CURB ASSEMBLIES					
NO	DN FAN	TAG	WEIGHT	ITEM	SIZE
1	# 1	KEF-1	48 LBS	CURB	31.500"W X 31.500"L X 20.000"H ALONG LENGTH, RIGHT VENTED HINGED.
2	# 2		194 LBS	CURB	59.500"W X 91.000"L X 18.000"H ALONG WIDTH, RIGHT INSULATED.



Side Discharge Requirements						
Unit Size	Dim. A	Dim. B	Dim. C	Dim. D	Dim. E	Dim. F
Size 3	2'-1 1/2"	2'-0"	10'-0"	0'-4"	15' SW / 8' DW	5'-10"



FEATURES:

- DIRECT DRIVE CONSTRUCTION AND BELTS/PULLEYS:
 - ROOF MOUNTED FANS.
 - RESTAURANT MODEL.
 - UL705 AND UL762 AND ULC-S645
 - VARIABLE SPEED CONTROL.
 - INTERNAL WIRING.
 - THERMAL OVERLOAD PROTECTION (SINGLE PHASE).
 - HIGH HEAT OPERATION 300°F (149°C).
 - GREASE CLASSIFICATION TESTING.
 - NEMA 3R SAFETY DISCONNECT SWITCH.
- NORMAL TEMPERATURE TEST**
- EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING AIR AT 308°F (149°C).
- IF ALL FAN PARTS HAVE REACHED THERMAL EQUILIBRIUM, AND WITHOUT DETERIORATING EFFECTS TO THE FAN WHICH WOULD CAUSE UNSAFE OPERATION.

ABNORMAL FLAME-UP TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING BURNING GREASE VAPORS AT 600°F (316°C) FOR A PERIOD OF 15 MINUTES WITHOUT THE FAN BECOMING DAMAGED TO ANY EXTENT THAT COULD CAUSE AN UNSAFE CONDITION.

OPTIONS

- GREASE BOX.
- FAN BASE CERAMIC SEAL - SHIP LOOSE
- FOR GREASE DUCTS.
- LOAD REACTOR DUCTS IN FAN
- 2 YEAR PARTS WARRANTY.



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EL MONTE USD ARROYO HS 460V- El Monte, CA 91732

EL MONTE, CA, 91732

DATE: 5/18/2023

DWG.#:
5916991

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SCALE:
1/2" = 1'-0"

MASTER DRAWING

SHEET NO.
4

FACILITY

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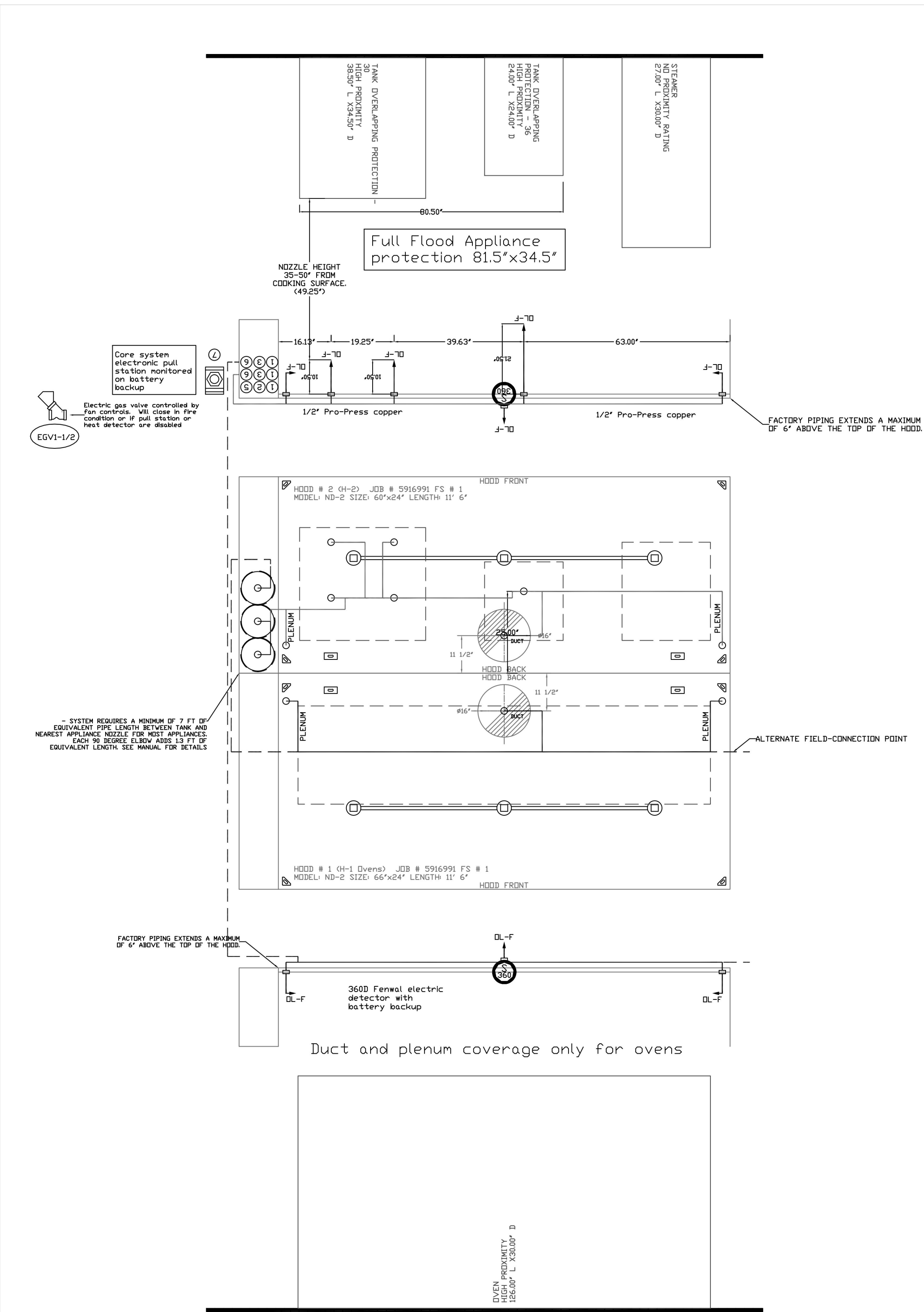
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MECHANICAL DETAILS

DSA SUBMITTAL

DATE: 03/23/23	CLIENT PROJ NO: 3361-008-000
SHEET:	

M507



NOTES

- FIELD PIPE DROPS AS SHOWN
- PIPING, ELBOWS, TEES, AND NOZZLES SUPPLIED BY CAS.
- FIELD INSTALLED DROP FACTORY WILL PROVIDE QTY 2 60IN LONG PIECES OF CHROME PLATED PIPING SHIPPED LOOSE TO BE FIELD-INSTALLED.
- SHIP LOOSE DROP FACTORY WILL PROVIDE THE EXACT CHROME PIPE LENGTH NEEDED SHIPPED LOOSE TO BE FIELD-INSTALLED.
- RELOCATE NOZZLES IF FLOW PATTERN IS BLOCKED BY SHELVING, SALADWAINERS, ETC.
- OVERLAPPING COVERAGE SHALL NOT BE USED ON ANY APPLIANCE WITH AN OBSTRUCTION.
- IF APPLICABLE, EXTENDED PRE-PIPED DROPS ARE SHIPPED LOOSE.
- FACTORY PIPING EXTENDS A MAXIMUM OF 6" ABOVE THE TOP OF THE HOOD.
- APPLIANCE DIMENSIONS LISTED REPRESENT THE COOKING SURFACE SIZE, NOT THE OVERALL APPLIANCE SIZE.
- THIS FIRE SYSTEM COMPLIES WITH UL 300 REQUIREMENTS.
- DL-F NOZZLE PART NUMBER REPLACES 3070-3/BH-10-SS
- JOB #: 5916991
- JOB NAME: EL MONTE USD ARROYO HS 460V- EL MONTE, CA 91732.

SYSTEM SIZE: TANK-SP-3 TOTAL FP REQUIRED: 48.

HOOD # 1 11' 6.00" LONG x 66" WIDE x 24" HIGH.

RISER # 1 SIZE: 16" DIA.

HOOD # 1 METAL BLOW-OFF CAPS INCLUDED.

HOOD # 2 11' 6.00" LONG x 60" WIDE x 24" HIGH.

RISER # 1 SIZE: 16" DIA.

HOOD # 2 METAL BLOW-OFF CAPS INCLUDED.

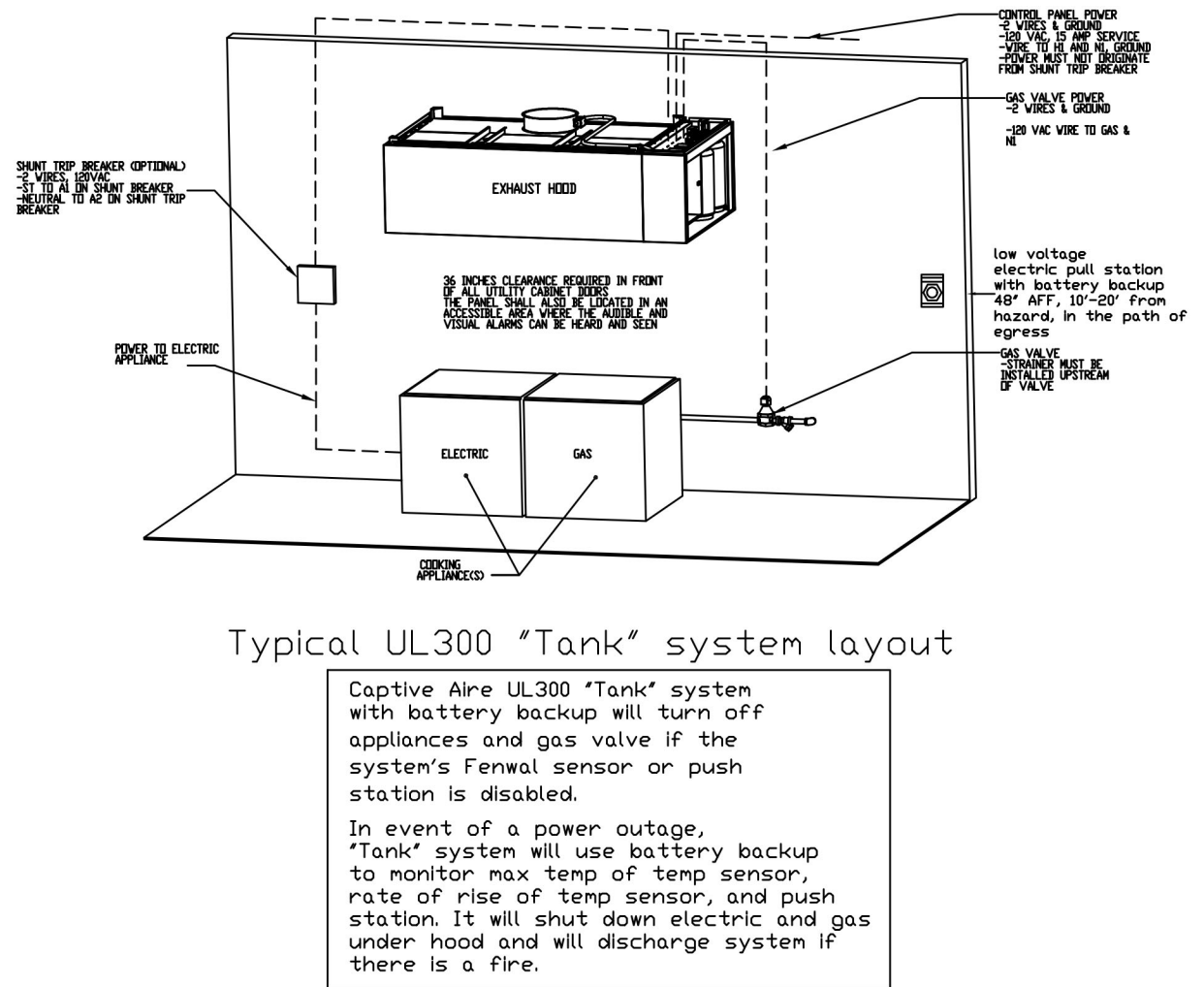
- HEAVY-DUTY APPLIANCES (RATED 600°F) WILL REQUIRE AN ADDITIONAL DOWNSTREAM FIRESTAT IN THE EVENT THAT THE DUCTWORK CONTAINS ANY HORIZONTAL RUNS OVER 25 FT IN LENGTH.

- MEDIUM TO LIGHT-DUTY APPLIANCES (RATED 450°F) WILL NOT REQUIRE ANY ADDITIONAL DOWNSTREAM DETECTION.

LEGEND - FIRE CABINET TANK SYSTEM

- 1 4 GALLON TANK.
- 2 PRIMARY ACTUATOR RELEASE.
- 3 SECONDARY ACTUATOR RELEASE.
- 4 PRESSURE SUPERVISION SWITCH.
- 5 PRIMARY HOSE ASSEMBLY.
- 6 SECONDARY HOSE ASSEMBLY.
- 7 REMOTE MANUAL ACTUATION DEVICE.

System Designed by
Reece McNulty
Tank Certified Designer
12/14/21 Certificate



General Notes:

1. All installation procedures are in compliance with manufacturer's specifications and in accordance with NFPA70A (2016) and NFPA96 (2016) standards.
2. Remote pull station is mounted no higher than 48" from finished floor and in path of egress.
3. The hood extinguishing system must be interconnected to the building alarm system.
4. Automatic fuel shut down device(s) shall shut down all sources of fuel under the hood.
5. All electrical under the hood shall shut down upon activation.
6. Exhaust fan is to stay on and make up air must shut down upon system activation.
7. A K Class rated fire extinguisher accessible within 30 foot unobstructed path from cooking equipment is required.
8. System to be test fired and witnessed by local fire authorities upon completion.

GENERAL:

CUSTOMER RESPONSIBLE FOR ADDITIONAL LABOR AND PARTS CHARGES AS A RESULT OF COOKING EQUIPMENT LAYOUT CHANGES OR MISINFORMATION AFTER RELEASE OF ORDER.

CUSTOMER RESPONSIBLE FOR ADDITIONAL TRIPS BY FIRE SYSTEM DISTRIBUTOR DUE TO JOB SITE DELAYS.

UNLESS LABOR CHARGES, IF REQUIRED, ARE EXTRA.

GAS VALVE:

ELECTRICAL GAS VALVE IS TO BE INSTALLED BY PLUMBING CONTRACTOR. PLUMBING PERMIT REQUIRED FOR GAS VALVE INSTALLATION.

ELECTRICAL COOKING EQUIPMENT MUST BE SHUT OFF WHEN FIRE SYSTEM IS ACTIVATED. ELECTRICAL CONNECTION IS TO PROVIDE SHUT OFF CONTACTS ON SHUNT TRIP BREAKERS. THE DESIGN OF THE FIRE SYSTEM SHALL COMPLY WITH CHANGES SUBMITTED FOR RECORD RETRAITS OF MECHANICAL SYSTEMS. DESIGNS APPROVED ARCHITECTURE & GAS SUPPORTS AND BRACING OF PIPE & CONDUIT.

IF AVAILABLE TO LOCAL CODE:

EXISTING FIRE ALARM SYSTEM MUST BE INTERCONNECTED TO THE FIRE SYSTEM. SYSTEM HAS AN ALARM POINT AND TRAILBLAZE FIRE SYSTEM. SYSTEM HAS AN ALARM POINT AND TRAILBLAZE FIRE SYSTEM.

THE TEST SHALL BE CONDUCTED IN FRONT OF A SYSTEM INSPECTOR WITH A NITROGEN CARTRIDGE WITH BALLGON COVERING THE SYSTEM NOZZLES. THE TEST SHALL BE CONDUCTED SIMULATING THE REMOTE AND AUTOMATIC RELEASES.

SYSTEM SHALL STATION.

KEEP SINGLE GASES 18" WITH 1/2" OBT RUN BACK TO HOOD CONTROLS 48" ABOVE FINISHED FLOOR.

REVISIONS	
DESCRIPTION	DATE

CAPTIVE

Los Angeles Office

1810 14th St Suite 214, Santa Monica, CA 90404 PHONE: (310) 876-9505 FAX: (310) 747-5539 EMAIL: reg81@captiveaire.com

EL MONTE USD ARROYO HS 460V- EL MONTE, CA 91732

EL MONTE, CA, 91732

DATE: 5/18/2023

DWG.#: 5916991

DRAWN BY: RMM

SCALE: 1/2" = 1'-0"

MASTER DRAWING

SHEET NO. 5

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DESCRIPTION	DATE
ISSUE	2023-01-11
PRICING SET	

KEYNOTES

NOTES

FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL DETAILS

DSA SUBMITTAL


DATE: 05/23/23 CLIENT PROJ NO: 3361-008-000

SHEET:

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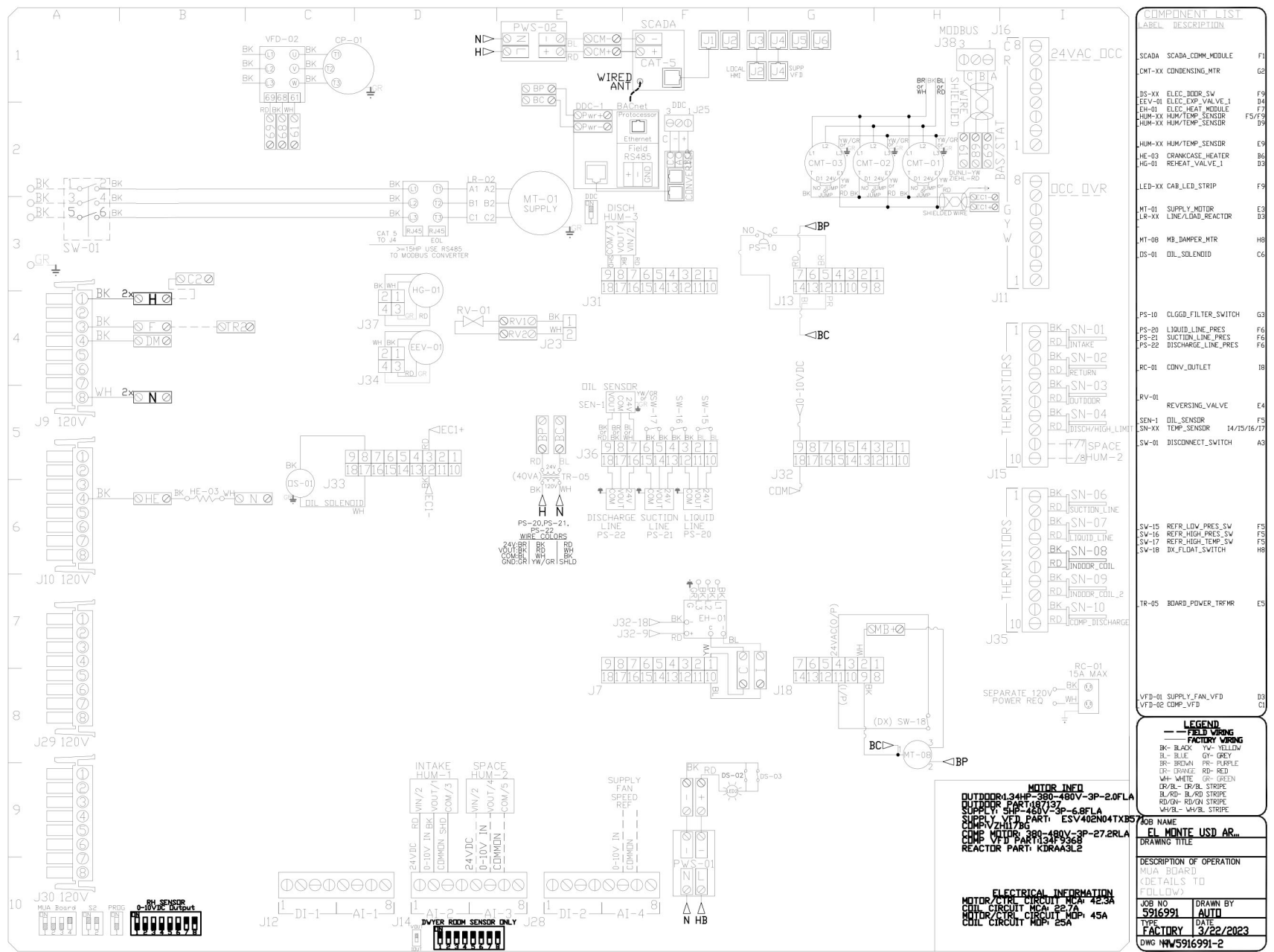
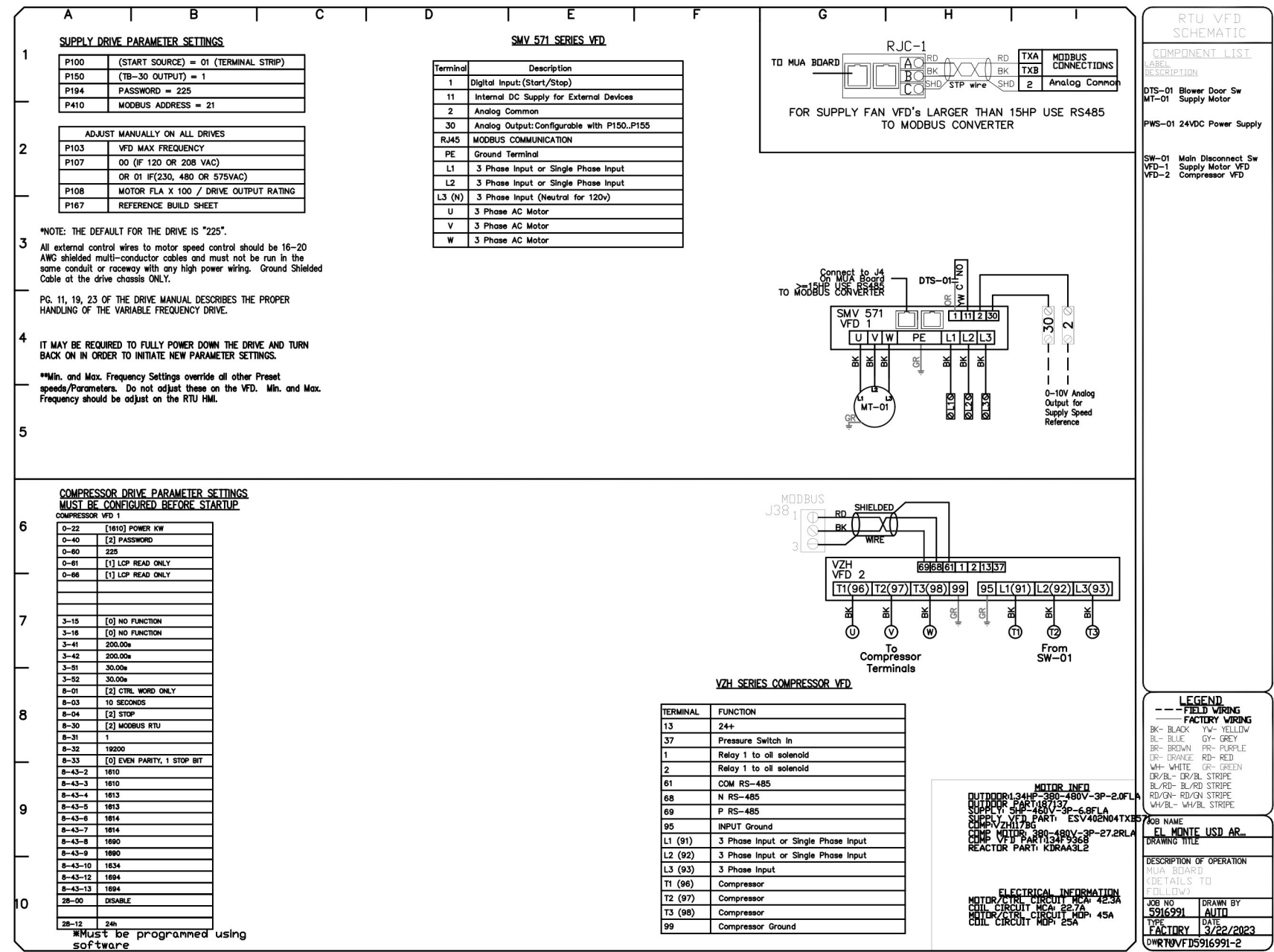
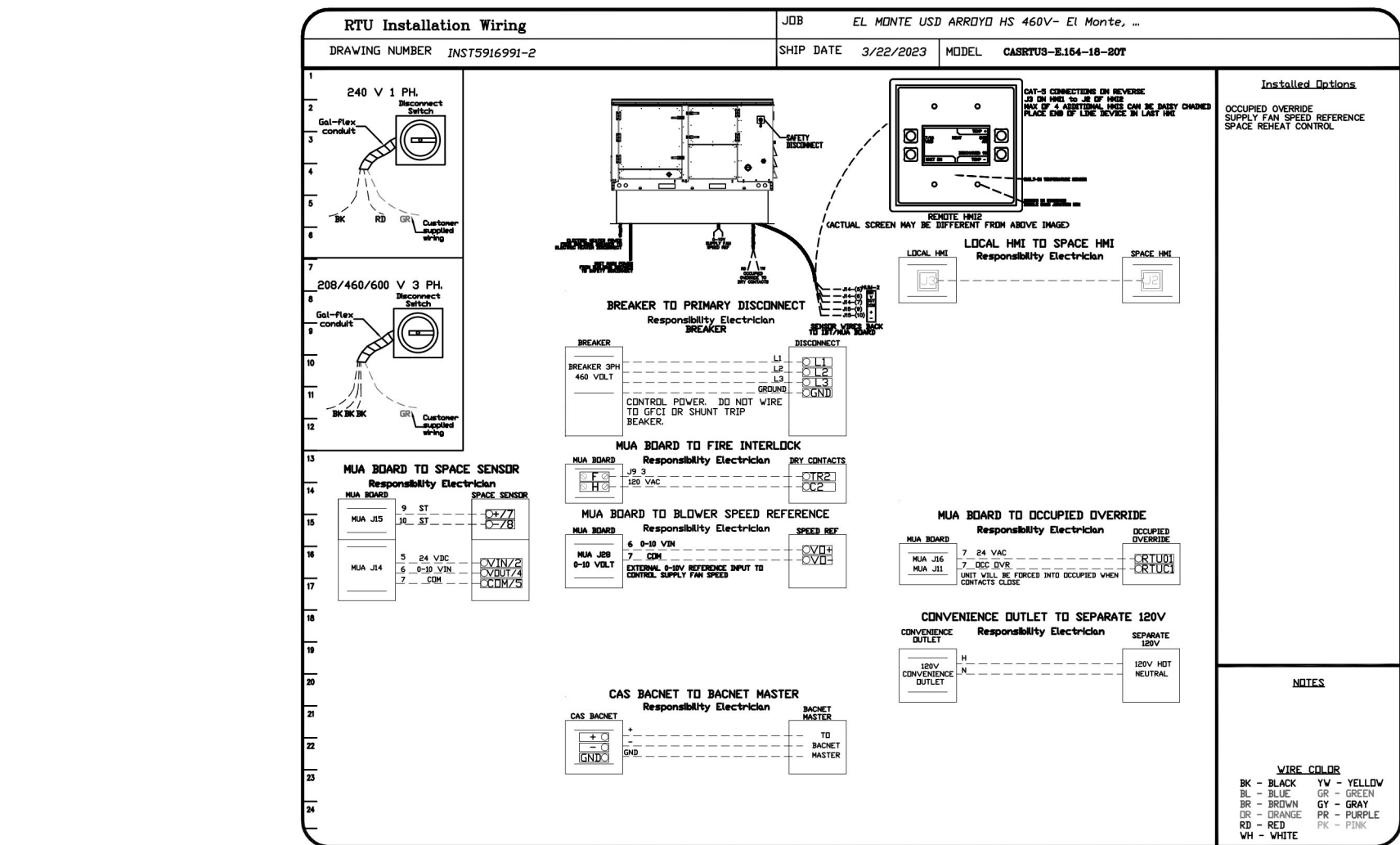
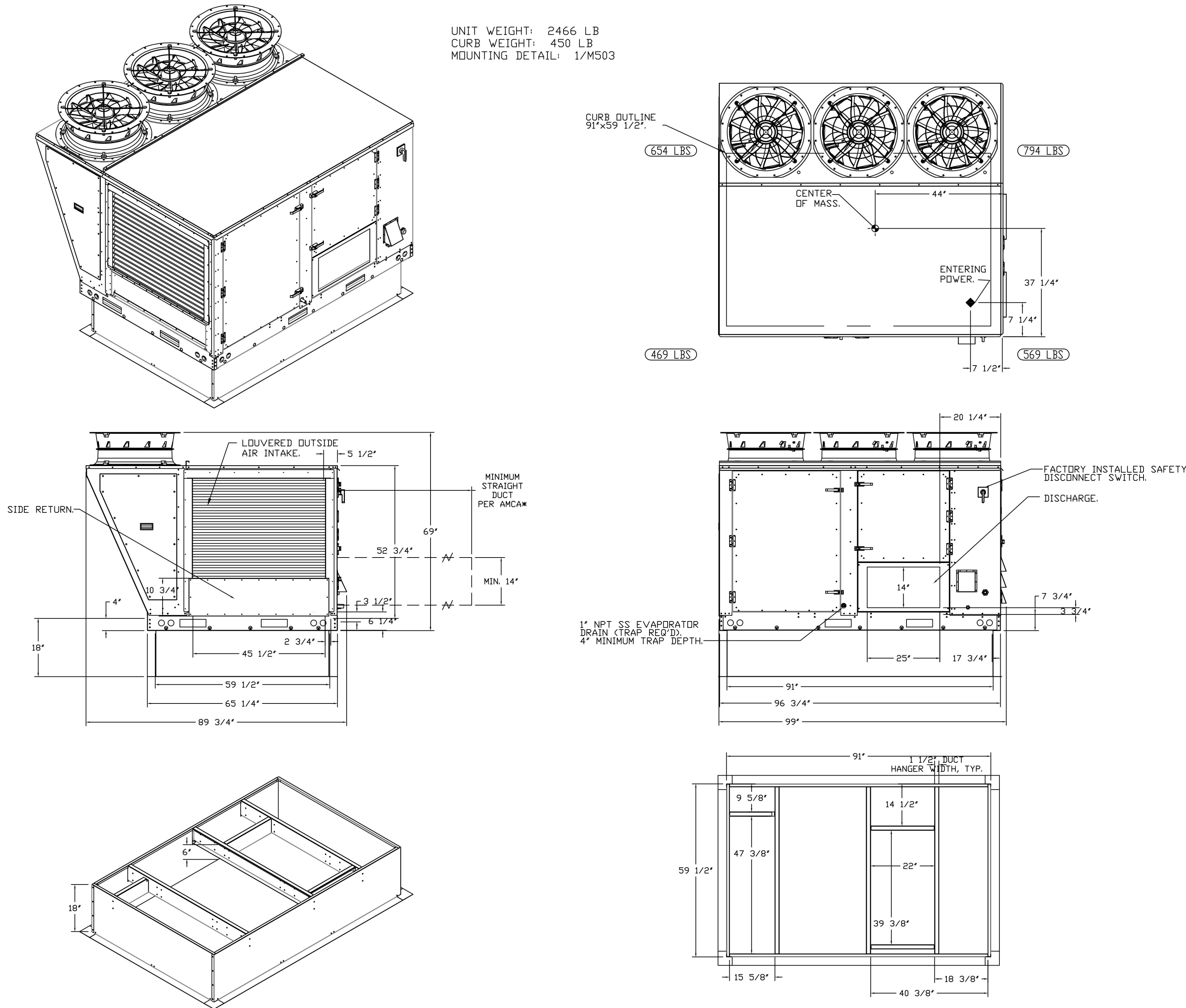
FAN #2 CASRTU3-E.154-18-20T - HEATER

NOTES:

- DO NOT OBSTRUCT OUTSIDE AIR INLET, OUTSIDE AIR COIL OR OUTSIDE AIR FAN.
-  DENOTES CORNER WEIGHT.
- ROOF OPENING MUST BE 2' SMALLER THAN CURB DIMENSIONS IN BOTH DIRECTIONS.

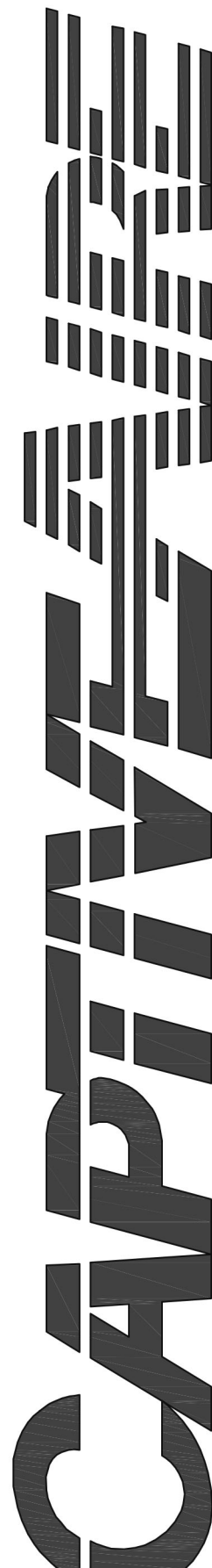
*NOTE: SUPPLY DUCT MUST BE INSTALLED TO MEET SMACNA STANDARDS. A MINIMUM STRAIGHT DUCT LENGTH MUST BE MAINTAINED DOWNSTREAM OF UNIT DISCHARGE AS OUTLINED IN AMCA PUBLICATION 201. WHEN USING RECTANGULAR DUCTWORK, ELBOWS MUST BE RADIUS THROAT, RADIUS BACK WITH TURNING VANES. FLEXIBLE DUCTWORK AND SQUARE THROAT/SQUARE BACK ELBOWS SHOULD NOT BE USED. ANY TRANSITION AND/OR TURNS IN THE DUCTWORK WILL CAUSE SYSTEM EFFECT. SYSTEM EFFECT WILL DRASTICALLY INCREASE STATIC PRESSURE AND REDUCE AIRFLOW. DO NOT RELY ON UNIT TO SUPPORT DUCT IN ANY WAY. FAILURE TO PROPERLY SIZE DUCTWORK MAY CAUSE SYSTEM EFFECTS AND REDUCE PERFORMANCE OF THE EQUIPMENT. SUGGESTED STRAIGHT DUCT SIZE IS 25" x 14".

UNIT WEIGHT: 2466 LB
CURB WEIGHT: 450 LB
MOUNTING DETAIL: 1/M503



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NO.	DESCRIPTION	DATE
1		
2		
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8		
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EL MONTE USD ARROYO HS 460V- El Monte, CA 91732

EL MONTE, CA, 91732

DATE: 5/18/2023

DWG.#: 5916991

DRAWN BY: RMM

SCALE: 1/2" = 1'-0"

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FACILITY:

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El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL DETAILS

DSA SUBMITTAL

DATE: 03/23/23 CLIENT PROJ NO: 3361-008-000

SHEET:

M509

KITCHEN MAKEUP AIR UNIT (ROOFTOP UNIT) MAU-K-1																																											
FAN INFORMATION										ELECTRICAL INFORMATION					COOLING INFORMATION										REHEAT INFORMATION					ELECTRIC HEAT INFORMATION					HEAT PUMP INFORMATION				WEIGHT (LB)		MOUNTING DETAIL	NOTES	
FAN UNIT NO	TAG	QTY	DOAS/RTU MODEL #	MANUFACTURER	BLOWER	RETURN AIR CFM	MAX OUTSIDE AIR CFM	TOTAL CFM	ESP	HP	PHASE	VOLT	MCA	MOCP	OUTSIDE AIR		MIXED AIR		LEAVING AIR		CAPACITY		IEER	ISMRE	DISCHARGE		CAPACITY		MOISTURE REMOVAL RATE	DSGN. KWS	MAX KWS	VOLTS	AMPS	TEMP RISE	ENTERING TEMP	MAX TEMP RISE	DISCHARGE TEMP	COP	UNIT	CURB			
2		1	CASRTU3-E-154-18-20T	CAPTIVEAIRE	18P-3	0	4025	4025	0.750	5.00	3	460	42.3A	45A	90.0°F	68.0°F	90.0°F	68.0°F	50.3°F	50.3°F	50.4°F	202.7 MBH	166.3 MBH	18.2	6.0	70.0°F	58.4°F	88.7 MBH	129.6 MBH	33.4 LBS/HR	10	15	460	18.1	8 °F	50.0°F	33.0°F	83.0°F	5.4	2466	450	1/M503	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17
NOTES: 1. INVERTER SCROLL COMPRESSOR WITH INTEGRATED OIL SENSOR. DIGITAL OR STAGED SCROLL NOT AN APPROVED EQUAL 2. DIRECT DRIVE PLENUM BLOWER. BELT DRIVEN BLOWERS ARE NOT ACCEPTABLE 3. INTEGRATED MONITORING VIA CELLULAR CONNECTION BY MANUFACTURER 4. REFRIGERATION PRESSURE MONITORING ON HIGH AND LOW PRESSURE SIDE OF SYSTEM INCLUDED THROUGH DIGITAL INTERFACE 5. EC MOTOR CONDENSING FANS 6. ELECTRONIC EXPANSION VALVE. TXV NOT ACCEPTABLE 7. SUCTION LINE ACCUMULATOR 8. FACTORY COMMISSIONING WITH 5 YEAR PARTS WARRANTY 9. AVERAGING INTAKE, EVAP AND DISCHARGE TEMPERATURE SENSORS (DISCHARGE SENSOR TO BE FACTORY MOUNTED WITHIN UNIT) 10. 2" EXTERIOR DUAL-WALL CONSTRUCTION W/ R-13 INSULATION-MINIMUM 20GA EXTERIOR W/ 14GA BASE 11. SUPPLY CFM MONITORING INTEGRAL TO UNIT WITH CFM MEASUREMENT INCLUDED THROUGH DIGITAL INTERFACE 12. FULLY MODULATING HOT GAS REHEAT 13. SIDE DISCHARGE/SIDE RETURN 14. PROVIDE STANDARD SIZE 2" MERV 13 FILTERS. 15. COORDINATE CONTROLS WITH RUSSELL SIGLER. 16. WEIGHT OF EXISTING UNIT: 1030 LB 17. PROVIDE AUTOMATIC SHUTDOWN OF UNIT PER CMC 608 (DUCT SMOKE DETECTOR IS NOT REQUIRED AS THE SPACE HAS FULL COVERAGE AREA DETECTION). FAN SHALL BE CONNECTED TO BUILDING FIRE ALARM SYSTEM. FIRE ALARM CONTRACTOR SHALL MAKE FINAL CONNECTION OF THE FIRE ALARM SYSTEM TO THE FAN.																																											

EXHAUST FAN SCHEDULE														
SYMBOL	MANUFACTURER AND MODEL NO.	LOCATION	AIR FLOW (CFM)	SP (") W.G.	DRIVE	MOTOR		ELECTRICAL			WEIGHT (LB)	WEIGHT (E) FAN (LB)	MOUNTING DETAIL	REMARKS
						HP	FAN RPM	VOLTS	PHASE	Hz				
KEF-K-1	CAPTIVEAIRE DU240HFA	KITCHEN ROOF	4025	1.75	DIRECT	5	946	460	3	60	361	926	2/M501	1, 2, 3

- NOTES:-
- PROVIDE ROOF CURB, DISCONNECT AND HINGED BASE.
 - PROVIDE UL762 CERTIFICATION.
 - PROVIDE OSHPD SEISMIC CERTIFICATION.

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KEYNOTES

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FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL SCHEDULES

DSA SUBMITTAL

DATE: 11/28/22
CLIENT PROJ NO: 3361-008-000

SHEET:

M601

Autodesk Docs:036106800 EMUSD Arroyo Modernization\MEP&FA22_22_263_Arroyo HS - Modernization.rvt 5/23/2023 8:17:15 PM THE LINE SHOWN ABOVE IS A PRELIMINARY SUBMITTAL. IT IS NOT TO BE USED FOR CONSTRUCTION. THE SUBMITTANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

VRF SPLIT SYSTEM EQUIPMENT SCHEDULE																						
AIR HANDLING UNIT (INDOOR)																						
SYMBOL	MANUFACTURER AND MODEL NO.	SERVING	CFM	ESP ("W.G.)	TOTAL (HP)	HEATING (TOTAL MBH)	COOLING (TOTAL MBH)	SENSIBLE (TOTAL MBH)	EAT DB/WB (°F)	LAT DB/WB (°F)	FILTER (FLAT)	ELECTRICAL						MIN OSA CFM	OPERATING WEIGHT (N) UNIT (LB)	OPERATING WEIGHT (E) UNIT (LB)	MOUNTING DETAIL	REMARKS
												FLA	MCA	MOCP	VOLTS	PHASE	Hz					
AHU-R-1	TRANE CSAA025	GYMNASIUM R-07	12,000	1.5	(2) 8	475	487	394	86/68	56/55	2" MERV 13	16.79	18.82	25	460	3	60	1200 / 3375	1754	1950	5/M501	SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8
AHU-R-2	TRANE CSAA012	EXERCISE AREA R-06	5,800	1.5	8	225	242	193	86/68	56/55	2" MERV 13	8.66	10.69	15	460	3	60	600 / 1250	1044	1400	5/M501	
AHU-R-3	TRANE CSAA025	GYMNASIUM R-07	12,000	1.5	(2) 8	475	487	394	86/68	56/55	2" MERV 13	16.79	18.82	25	460	3	60	1200 / 3375	1754	1950	5/M501	
AHU-R-4	TRANE CSAA025	EXERCISE AREA R-06	5,800	1.5	8	225	242	193	86/68	56/55	2" MERV 13	8.66	10.69	15	460	3	60	600 / 1250	1044	1400	5/M501	

NOTES:

1. AIR HANDLING UNIT SHALL BE MOUNTED ON CONCRETE PAD IN MECHANICAL ROOM.
2. PROVIDE SUCTION AND LIQUID REFRIGERANT LINES BETWEEN AIR HANDLING UNIT AND CONDENSING UNIT. SIZE PER MANUFACTURER RECOMMENDATIONS.
3. PROVIDE STANDARD SIZE 2" THROW AWAY MERV 13 PLEATED FILTERS.
4. SCHEDULE OPERATING WEIGHT INCLUDES ALL ACCESSORIES.
5. ALL SPLIT SYSTEMS SHALL USE R-410A REFRIGERANT.
6. UNIT CONTROLS TO BE ELECTROMECHANICAL - UNIT MANUFACTURER TO COORDINATE WITH RUSSELL SIGLER FOR CONTROLS.
7. UNIT SHALL USE DEMAND CONTROL VENTILATION (DCV) - LOWER VALUE OF MIN. OSA IS MINIMUM OSA FOR DCV, HIGHER VALUE IS FOR SPACE AT FULL OCCUPANCY.
8. PROVIDE AUTOMATIC SHUTDOWN OF UNIT PER CMC 608 (DUCT SMOKE DETECTOR IS NOT REQUIRED AS THE SPACE HAS FULL COVERAGE AREA DETECTION). FAN SHALL BE CONNECTED TO BUILDING FIRE ALARM SYSTEM. FIRE ALARM CONTRACTOR SHALL MAKE FINAL CONNECTION OF THE FIRE ALARM SYSTEM TO THE FAN.

VRF SPLIT SYSTEM EQUIPMENT SCHEDULE														
CONDENSING UNIT (OUTDOOR)														
SYMBOL	MANUFACTURER AND MODEL NO.	ELECTRICAL					REFRIGERANT			OPERATING WEIGHT (LBS) PER MODULE	IEER	EER	MOUNTING DETAIL	REMARKS
		MCA(A) (PER MODULE)	MOCP (A) (PER MODULE)	VOLTS	PHASE	Hz	TYPE	LL	SL					
CU-R-1	CITY MULTI TUHYP3604BN40A	19.0 +19.0+19.0	30+30+30	460	3	60	R410A	-	-	640+640+640	22.4	11.3	3/M501	SEE NOTES 1, 2, 3, 4
CU-R-2	CITY MULTI TUHYP1924BN40A	15.0 +15.0	20+20	460	3	60	R410A	-	-	616+616	25.0	12.4	3/M501	
CU-R-3	CITY MULTI TUHYP3604BN40A	19.0 +19.0+19.0	30+30+30	460	3	60	R410A	-	-	640+640+640	22.4	11.3	3/M501	
CU-R-4	CITY MULTI TUHYP1924BN40A	15.0 +15.0	20+20	460	3	60	R410A	-	-	616+616	25.0	12.4	3/M501	

NOTES:-

1. CONDENSING UNIT SHALL BE MOUNTED ON LEVELED PLATFORM ON GRADE
2. PROVIDE SUCTION AND LIQUID REFRIGERANT PIPING BETWEEN AIR HANDLING UNIT AND CONDENSING UNIT. SIZE PER MANUFACTURER RECOMMENDATIONS.
3. SCHEDULE OPERATING WEIGHT INCLUDES ALL ACCESSORIES.
4. ALL SPLIT SYSTEMS SHALL USE R-410A REFRIGERANT.

AIR DISTRIBUTION SCHEDULE								
CD-X (CFM) SYMBOL	MANUFACTURER AND MODEL NO.	SERVICE	TYPE	NECK SIZE (")	FACE SIZE (")	CFM RANGE	MAX NC	REMARKS
SG-1	TITUS 300 RS	SUPPLY	DOUBLE DEFLECTION	48x8	50x10	1300 - 1600	30	SEE NOTES 1
RG-1	TITUS 350 RS	RETURN	35° DEFLECTION	38x30	40x32	4000 - 5200	30	SEE NOTES 1

- NOTES:
1. IN THE GYM TWO (2) OF THESE GRILLES WILL BE INSTALLED NEXT TO EACH OTHER, CONNECTED BY MULLIONS OR TABS, TO FROM ONE 76" WIDE BY 30" HIGH GRILLE.

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Δ	DESCRIPTION	DATE
	PRICING SET	2023-01-11

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KEYNOTES

NOTES

FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUSD Arroyo HS Modernization

SHEET NAME:
MECHANICAL SCHEDULES

DSA SUBMITTAL

DATE: 02/14/23	CLIENT PROJ NO: 3361-008-000
SHEET:	

M602

COMMON ABBREVIATIONS

ABBREVIATION	DESCRIPTION
AC	AIR CONDITIONING
ACU	AIR CONDITIONING UNIT
AHU	AIR HANDLING UNIT
AI	ANALOG INPUT
AO	ANALOG OUTPUT
AUTO	AUTOMATIC
AUX	AUXILIARY
BI	BINARY INPUT
BO	BINARY OUTPUT
C	COMMON
CHW	CHILLED WATER
CHWP	CHILLED WATER PUMP
CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
COND	CONDENSER
CW	CONDENSER WATER
CWP	CONDENSER WATER PUMP
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
DA	DISCHARGE AIR
DI	DIGITAL INPUT
DO	DIGITAL OUTPUT
EA	EXHAUST AIR
EF	EXHAUST FAN
EVAP	EVAPORATOR
F	FAHRENHEIT
FCU	FAN COIL UNIT
HOA	HAND/OFF/AUTO
HP	HEAT PUMP
HRU	HEAT RECOVERY UNIT
HTEX	HEAT EXCHANGER
HW	HOT WATER
HWP	HOT WATER PUMP
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
MAX	MAXIMUM
MIN	MINIMUM
MISC	MISCELLANEOUS
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OA	OUTDOOR AIR
RA	RETURN AIR
RF	RETURN FAN
RH	RELATIVE HUMIDITY
RTU	ROOFTOP UNIT
SA	SUPPLY AIR
SF	SUPPLY FAN
SP	STATIC PRESSURE
TEMP	TEMPERATURE
UH	UNIT HEATER
UV	UNIT VENTILATOR
VAV	VARIABLE AIR VOLUME
VAVTU	VARIABLE AIR VOLUME TERMINAL UNIT
VVT	VARIABLE VOLUME & TEMPERATURE
W	WITH
W/O	WITHOUT
WSHP	WATER SOURCE HEAT PUMP

SYMBOL LEGEND

RETURN FAN

SUPPLY FAN

BAROMETRIC RELIEF

MANUAL DAMPER

FILTER

HORIZONTAL ECONOMIZER

VERTICAL ECONOMIZER

COOLING

HEATING

DUCT TEMP SENSOR

STATIC PRESSURE SENSOR

DIFF. PRESSURE SENSOR

ENTHALPY OR HUMIDITY

SPACE SENSOR

DOOR CONTACT

CEILING MOUNT MOTION SENSOR

WELL TEMP SENSOR

LIQUID FLOW METER

LIQUID DIFF. PRESSURE SENSOR

2-WAY VALVE

3-WAY VALVE

WIRE NUT

PUMP

GENERAL INFORMATION

COMMUNICATION BUS SPECIFICATION

1. A 24 AWG 2-conductor-shielded-stranded cable (plenum rated as required) must be daisy chained from controller to controller. It should be color coded (red, black, white).

2. The communication cable operates at up to 5 VDC. Verify with the local code authority and specs regarding conduit requirements.

3. No "T" tap or "star" type connections are permitted.

4. Terminate the shields on the designated terminal at each device.

5. 30 controller's maximum per communication bus segment. 60 controller's maximum per network router.

6. A repeater is required every 2000 ft. or 30 devices. Maximum of 4 repeaters per bus for a total of 10,000 ft.

POWER TO VVT AND VAV DAMPER ACTUATORS/CONTROLLERS

1. Each zone requires a 24 VAC, 40 VA transformer (more in some cases depending on the valve or electric heater requirements).

2. It is recommended that each zone have its own transformer, however zones may be grouped up to 100 VA and still remain in UL Class 2 conformance.

3. Be careful of voltage drop. The damper will operate in a power range of 22 to 26 VAC. The damper will not operate at voltages less than 22 vac.

GENERAL NOTES

1. The 2 conductor communication cable and sensor cables must always be in a separate jacket from one another. Never run these cables in the same conduit as, or bundle them with, AC power wiring of any voltage. Do not strap these cables along any conduits that contain AC power wiring of any voltage. Do not run these cables in rings or conduit with fire, life, safety, security, network, telephone, power, or other wiring. When running communication and sensor wiring parallel to other cabling or conduit maintain a 12 in. distance.

2. Ethernet and/or Internet connection to i-Vu are supplied and maintained by building owner/operator.

INSTALLATION COORDINATION NOTES

1. Installer shall coordinate all power and data connection requirements with the GC onsite.

2. Install all components in accordance with the specification, applicable codes and manufacturer's literature

NOTES

Carrier

No.	Revision/Issue	Date
-	Design	02/13/2023

Firm Name and Address

Russell Sigler, Inc.
Brea, California

Project Name and Address

EMUHS Arroyo HS
4921 Cedar Ave
El Monte, CA 91732

Drawing Title

Legend

Mechanical Engineer

Budlong

Drawn By

E. Yang

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ISSUE
DESCRIPTION DATE
PRICING SET 2023-01-11

KEYNOTES

NOTES

FACILITY:

4921 Cedar Ave
El Monte, CA 91732

PROJECT:
EMUHS Arroyo HS Modernization

SHEET NAME:
MECHANICAL CONTROLS

DSA SUBMITTAL

DATE: 02/14/23

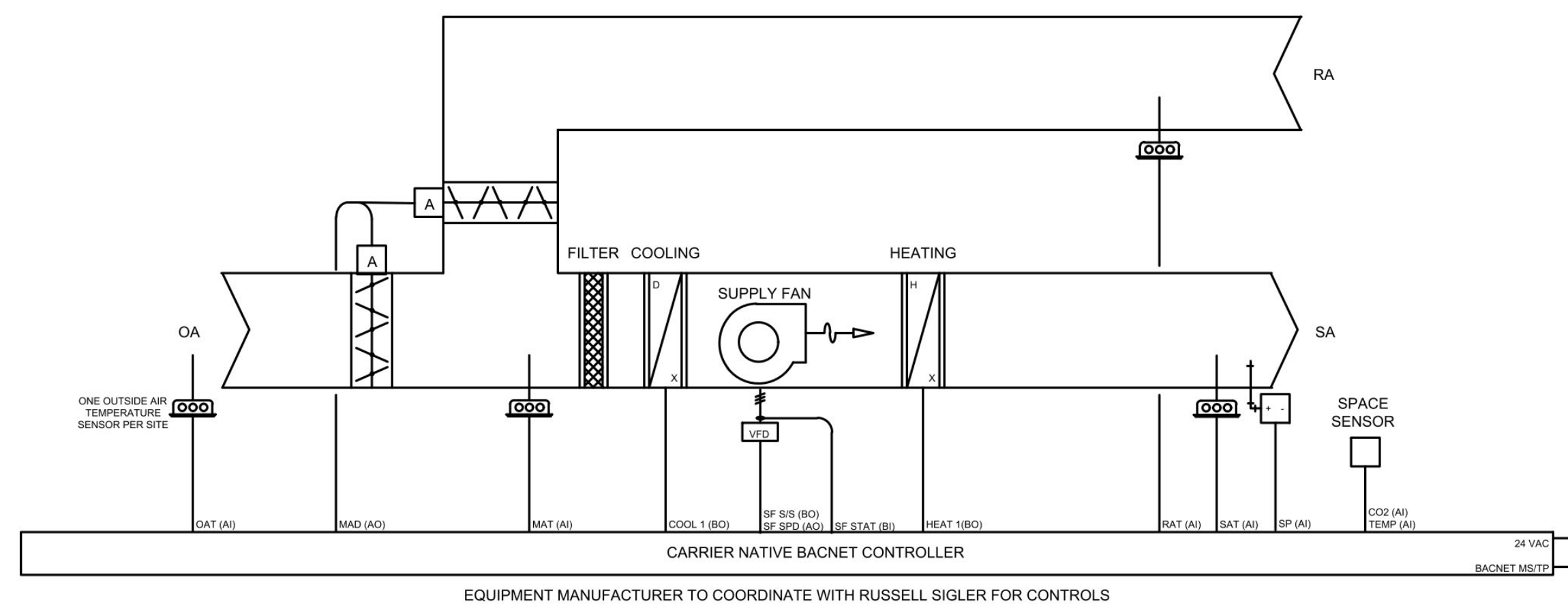
CLIENT PROJ NO: 3361-008-000

SHEET:

M701

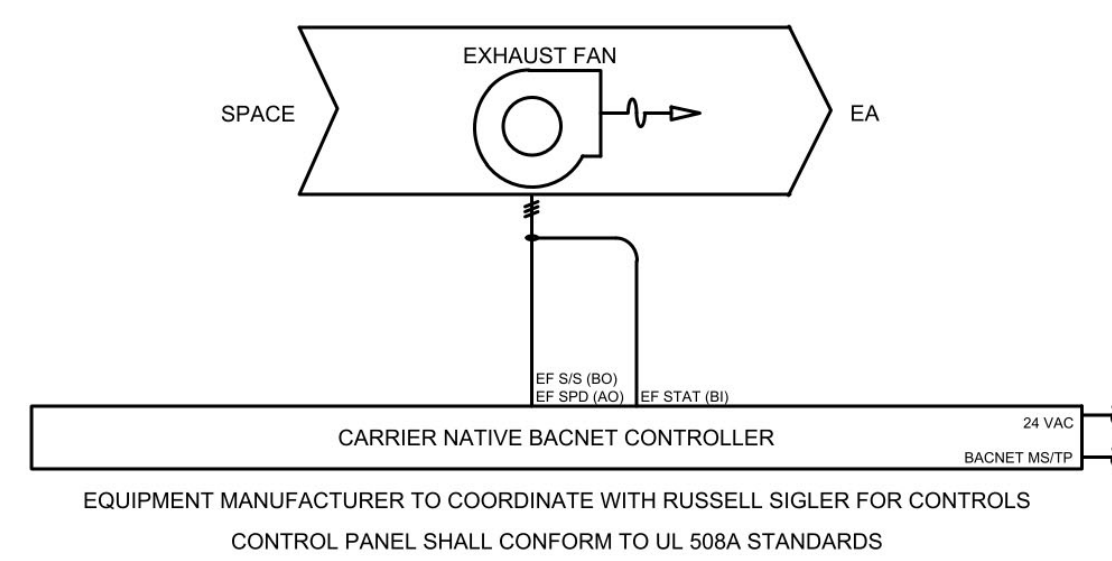
PLEASE RECYCLE





AHU SPLIT DETAIL (AHU-R-1 THRU AHU-R-4)

SCALE	1
NONE	



EXHAUST FAN DETAIL (KEF-K-1)

SCALE	2
NONE	

NOTES



-	Design	02/13/2020
No.	Revision/Issue	Date

Firm Name and Address
Russell Sigler, Inc.
Brea, California

Project Name and Address
EMUHSD Arroyo HS
4921 Cedar Ave
El Monte, CA 91732

Drawing Title	Detail 2
Mechanical Engineer	Budlong
Drawn By	E. Yang

Page **3**

**AGENCY
APPROVAL:**

REVIEWING AGENCIES
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ISSUE

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FOR
STRUCTION

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M703

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SECTION 23 01 30 - HVAC AIR DUCT CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. This Section includes cleaning of the following existing air duct systems:

- a. Supply system.
- b. Return system.
- c. Exhaust and Transfer system.

B. Related Requirements:

- a. Division 01 - General Requirements.
- b. Section 23 30 00 - Air Distribution.
- c. Section 23 07 00 - HVAC Insulation
- d. NADCA Standard ACR.
- e. NADCA General Specification for the Cleaning & Restoration of Commercial HVAC System.
- f. UL181 Standard for Factory-Made Air Ducts and Air Connectors.

1.02 DEFINITIONS

- A. ACR: Assessment, Cleaning, and Restoration of HVAC Systems.
- B. ASCS: Air systems cleaning specialist.
- C. HEPA: High Efficiency Particulate Arrestance.
- D. HVAC: Heating, Ventilation and Air Conditioning.
- E. NADCA: National Air Duct Cleaners Association.
- F. OEHS: Office of Environmental Health & Safety.

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- G. SDS: Safety Data Sheet.
- H. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association.
- I. UL: Underwriters Laboratories.

1.03 SUBMITTALS

- A. Qualification Data for ASCS as indicated on NADCA General Specification.
- B. Strategies and Procedures Plan before starting the work.
- C. Cleanliness Verification Report at the project completion.

1.04 QUALITY ASSURANCE

- A. ASCS Qualifications:
 - 1. Certification: Employ an ASCS certified by NADCA on a full-time basis.
 - 2. Supervisor Qualifications: Certified as an ASCS by NADCA.
- B. UL Compliance: Comply with UL 181 "Standard for Factory-Made Air Ducts and Air Connectors" requirement.
- C. Cleaning Conference: Conduct conference at Project site. Review methods and procedures related to HVAC air-distribution system cleaning including, but not limited to, review of the cleaning strategies and procedures plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine HVAC air-distribution equipment systems to determine appropriate methods, tools, and equipment required for performance of the Work.
- B. Perform "Project Assessment and Recommendation" according to current NADCA ACR Standard.
- C. Prepare written report listing conditions detrimental to performance of the Work.
- D. Proceed with work only after unsatisfactory conditions have been corrected, and OAR's approval has been obtained.

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3.02 PREPARATION

- A. Prepare a written plan that includes strategies and step-by-step procedures. At a minimum, include the following:
 - 1. Supervisor contact information.
 - 2. Work schedule including location, times, and impact on occupied areas.
 - 3. Methods and materials planned for each HVAC component type.
 - 4. Required support from other trades.
 - 5. Equipment and material storage requirements.
 - 6. Exhaust equipment setup locations.
- B. Use the existing service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry and for inspection. Refer to Construction Documents for quantities.
- C. Comply with current NADCA ACR Standard, "Guidelines for Constructing Service Openings in HVAC Systems" Section.

3.03 CLEANING

- A. Comply with current NADCA ACR Standard Requirement.
- B. Do not use any chemicals in the process of cleaning unless there is a significant reason. Using any kind of chemicals is subject to the OAR's approval. Prior to the application of any chemical, ASCS is required to submit SDS document of proposed cleaning materials to OAR in order to obtain product approval from OEHS. Do not apply any material unsafe for hard metal surfaces.
- C. Systems and Components to be Cleaned by a qualified ASCS:
 - 1. Air devices for supply and return air.
 - 2. Ductwork:
 - a. Supply-air ducts, including turning vanes and reheat coils, to the air-handling unit.
 - b. Return-air ducts to the air-handling unit.
 - c. Exhaust-air and Transfer-air ducts.

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- D. Perform cleaning before air balancing or mark the position of manual volume dampers and air-directional mechanical devices inside the system prior to cleaning. Restore them to their marked position on completion of cleaning.
- E. Use duct-mounted access doors, as required, for physical and mechanical entry and for inspection.
 - 1. Install additional duct-mounting access doors to comply with duct cleaning standards. Comply with requirements in Section 23 30 00 "Air Distribution" for additional duct-mounting access doors.
 - 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection. Replace damaged and deteriorated flexible ducts. Comply with requirements in Section 23 30 00 "Air Distribution" for flexible ducts.
 - 3. Disconnect and reconnect flexible connectors as needed for cleaning and inspection. Replace damaged and deteriorated flexible connectors. Comply with requirements in Section 23 30 00 "Air Distribution" for flexible connectors.
 - 4. Replace damaged fusible links on fire and smoke dampers. Replacement fusible links shall be same rating as those being replaced. Comply with requirements in Section 23 30 00 "Air Distribution" for fusible links.
 - 5. Remove and reinstall ceiling components to gain access for duct cleaning. Clean ceiling components after they have been removed and replaced.
- F. Particulate Collection and Odor Control:
 - 1. Where venting vacuuming system inside building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron size or greater particles.
 - 2. When venting vacuuming system outside building, use filtration to contain debris removed from the HVAC system and locate exhaust down wind and away from air intakes and other points of entry into building.
- G. Clean the following metal-duct system components by removing visible surface contaminants and deposits:
 - 1. Air outlets and inlets: registers, grilles, and diffusers.
 - 2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
 - 3. Air-handling-unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.

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4. Coils and related components.
5. Return-air ducts, dampers, and actuators, except in ceiling plenums and mechanical room.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components.

H. Mechanical Cleaning Methodology:

1. Source-Removal Cleaning Methods: The HVAC system shall be cleaned using source-removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and to safely remove these contaminants from the facility. No cleaning method, or combination of methods, shall be used that could potentially damage components of the HVAC system or negatively alter the integrity of the system.
 - a. Use continuously operating vacuum-collection devices to keep each section being cleaned under negative pressure.
 - b. Cleaning methods that require mechanical agitation devices to dislodge debris that is adhered to interior surfaces of HVAC system components shall be equipped to safely remove these devices. Cleaning methods shall not damage the integrity of HVAC system components or damage porous surface materials such as duct and plenum liners.
2. Cleaning Mineral-Fiber Insulation Components:
 - a. Fibrous-glass thermal or acoustical insulation elements present in equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment while the HVAC system is under constant negative pressure and shall not be permitted to get wet according to current NADCA ACR Standard. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
 - b. Cleaning methods used shall not cause damage to fibrous-glass components and will render the system capable of passing the HVAC System Cleanliness Tests, refer to current NADCA ACR Standard.
 - c. Fibrous materials that become wet shall be discarded and replaced in-kind.
3. Clean coils and coil drain pans according to current NADCA ACR Standard. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.

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4. Provide operative drainage system for wash-down procedures.
 5. Biocidal Agents and Coatings: Apply Biocidal agents and coatings if active fungal growth is reasonably suspected or where unacceptable levels of fungal contamination have been verified. Apply Biocidal agents and coatings according to manufacturer's written recommendations and OEHS registration listing after the removal of surface deposits and debris.
 - a. When used, Biocidal treatments and coatings shall be applied after the system is rendered clean.
 - b. Apply Biocidal agents and coatings directly onto surfaces of interior ductwork.
 - c. Sanitizing agent products shall be registered by the OEHS as specifically intended for use in HVAC systems and ductwork.
 6. Debris removed from the HVAC system shall be disposed of according to applicable Federal, state, and local requirements.
- I. Cleanliness Verification:
1. Verify cleanliness according to current NADCA ACR Standard, "Verification of HVAC System Cleanliness" Section.
 2. Verify cleanliness after mechanical cleaning and before application of treatment, including biocidal agents and protective coatings.
 3. Perform visual inspection for cleanliness. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and re-inspected.
 4. Additional Verification:
 - a. Perform surface comparison testing or NADCA vacuum test.
 - b. Conduct NADCA vacuum gravimetric test analysis for nonporous surfaces.
 5. Prepare a written cleanliness verification report. At a minimum, include the following:
 - a. Written documentation of the success of the cleaning.
 - b. Site inspection reports, initialed by supervisor, including notation on areas of inspection, as verified through visual inspection.

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- c. Surface comparison test results if required.
- d. Gravimetric analysis (nonporous surfaces only).
- e. System areas found to be damaged.

3.04 CONNECTIONS

- A. Reconnect ducts to fans and air-handling units with existing flexible connectors after cleaning ducts and flexible connectors. Replace existing damaged and deteriorated flexible connectors.
- B. For fans developing static pressures of 5-inch w.g. and higher, cover replacement flexible connectors with loaded vinyl sheet held in place with metal straps.
- C. Reconnect terminal units to supply ducts with existing flexible ducts or replace damaged and deteriorated existing flexible ducts with maximum 12-inch lengths of new flexible duct.
- D. Reconnect diffusers to low-pressure ducts with existing flexible ducts or replace damaged and deteriorated existing flexible ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- E. Reconnect existing and new flexible ducts to metal ducts. Comply with requirements in Section 23 30 00 "Air Distribution" for flexible ducts.

3.05 RESTORATION

- A. Restore and repair HVAC air-distribution equipment, ducts, plenums, and components according to current NADCA ACR Standard, "Restoration and Repair of Mechanical Systems" Section.
- B. Restore service openings capable of future reopening. Comply with requirements in Section 23 30 00 "Air Distribution" Include location of service openings in Project closeout report.
- C. Replace fibrous-glass materials that cannot be restored by cleaning or resurfacing. Comply with requirements in Section 23 30 00 "Air Distribution".
- D. Replace damaged insulation according to Section 23 07 00 "HVAC Insulation".
- E. Ensure that closures do not hinder or alter airflow.
- F. New closure materials, including insulation, shall match opened materials and shall have removable closure panels fitted with gaskets and fasteners.
- G. Reseal fibrous-glass ducts. Comply with requirements in Section 23 3000 "Air Distribution".

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3.06 FIELD QUALITY CONTROL

- A. Gravimetric Analysis: Sections of metal-duct system, chosen randomly by OAR may be tested for cleanliness according to NADCA vacuum test gravimetric analysis.
 - 1. If analysis determines that levels of debris are equal to or lower than suitable levels, system shall have passed cleanliness verification.
 - 2. If analysis determines that levels of debris exceed suitable levels, system cleanliness verification will have failed and metal-duct system shall be re-cleaned and re-verified with no additional cost to OWNER.
- B. Verification of Coil Cleaning: Cleaning shall restore coil pressure drop to within 10 percent of pressure drop measured when coil was first installed. If original pressure drop is not known, coil will be considered clean only if it is free of foreign matter and chemical residue, based on thorough visual inspection.
- C. Report results of tests in writing.

END OF SECTION

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SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. This Section provides the basic mechanical requirements that apply to the Work of Division 23.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Division 26: Electrical.

1.02 REGULATORY REQUIREMENTS

- A. Materials, fabrication, equipment, and installation shall comply with industry standards and code requirements. Where manufacturer's recommendations exceed industry standards, the manufacturer's recommendation shall establish the minimum standard. As a minimum, standards from the following organizations shall apply:
 - 1. AMCA - Air Movement and Control Association.
 - 2. ANSI - American National Standards Institute.
 - 3. ASME - American Society of Mechanical Engineers.
 - a. ASME Boiler and Pressure Vessel Code.
 - b. ASME B31 - Code for Pressure Piping.
 - 4. AHRI - Air-Conditioning, Heating, and Refrigeration Institute.
 - 5. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers.
 - 6. ASTM - American Society for Testing and Materials.
 - a. ASTM A53 - Specification for Welded and Seamless Pipe.
 - 7. CSA - Canadian Standards Association.
 - 8. FM Global - Factory Mutual Global
 - 9. IAPMO - International Association of Plumbing and Mechanical Officials.
 - 10. NFPA - National Fire Protection Association.
 - 11. OSHA - Occupational Safety and Health Administration.
 - 12. SMACNA - Sheet Metal and Air Conditioning CONTRACTORS' National Association.

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13. UL - Underwriters Laboratories Inc.
 14. Intertek (ETL Certification).
- B. Materials, fabrication, equipment, and installation shall comply with federal, state, and local codes including, but not limited to, the following:
1. CBC, California Building Code, and CMC, California Mechanical Code.
 - a. Latest edition as adopted by the City of Canyon Country, the County of Ventura, and the State of California including amendments effective on the Effective Date of the Contract.
 2. California Code of Regulations, Title 8, Industrial Relations, Division 1, Chapter 4, Division of Industrial Safety.
 3. OSHA - Occupational Safety and Health Administration.
 4. CDPH – California Department of Public Health.
 5. SCAQMD - South Coast Air Quality Management District.
- C. Specifications or Drawings shall not be construed to permit deviation from the requirements of governing codes unless approval has been obtained from legally constituted authorities having jurisdiction, and the Architect. The Contract Documents may contain more stringent requirements than those legally required.
- D. Permits and Fees: Refer to the General and Supplementary Conditions.

1.03 SUBMITTALS

- A. Provide submittals in accordance with Section 01 33 00: Submittal Procedures and with specific requirements of Division 23 sections, as applicable.
- B. After Architect's approval, the above information shall become the basis for inspecting and testing materials and actual installation procedures performed in the Work.
- C. Shop Drawings: Submit one additional copy when control diagrams having line voltage connections are indicated. Shop Drawings shall be specifically prepared for the Work of this Project. Drawings prepared in accordance with requirements of Section 01 31 13: Project Coordination and Section 01 33 00 may be provided by the Architect to serve as a background for the Shop Drawings. Shop Drawings shall comply with the requirements of Section 01 31 13 and Section 01 33 00 and shall indicate at a minimum:
1. Complete system layout of equipment, components, ductwork, and piping, indicating service clearances, duct and pipe sizes, fitting types and sizes, top or bottom of duct and pipe elevations, distances of ducts, pipes and equipment from building reference points and hanger / support locations. All the above items shall be coordinated on the shop drawings according to the requirements of Section 01 31 13.
 2. Schedule and description of equipment, ductwork, piping, fittings, valves, dampers, and controllers.

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1.04 PROJECT RECORD DOCUMENTS

- A. Comply with provisions of Section 01 77 00: Contract Closeout.
- B. Project Record Drawings:
 - 1. Provide a complete set of mechanical and control system drawings in AutoCAD and, if available, BIM, complete with external reference drawings, fonts, blocks and plotter pen color/line thickness settings on CD-ROM. Also submit one set of full size reproducible plots on vellum and three sets of prints.
 - 2. Before Contract Completion, deliver corrected and completed prints to the OAR. Delivery of project record documents to the OAR does not relinquish responsibility of furnishing required information omitted from project record documents.
- C. Operation and Maintenance Manuals:
 - 1. Submit operation and maintenance manuals in required form and content. If no revisions are required, furnish one additional copy. If revisions are required, one copy shall be returned with instructions for changes; perform such changes and return manuals. Manuals shall be bound in accordance to Section 01 7700. Deliver manuals to the OAR. Submit an electronic copy of the entire manual in PDF file format.
 - 2. Contents of Manual:
 - a. Title sheet with Project name, including names, addresses and telephone number of CONTRACTOR, installer, and related equipment suppliers.
 - b. Manufacturer's operating instructions including, but not limited to, the following:
 - 1) Identification of components and controls.
 - 2) Pre-start checklist and start-up procedures.
 - 3) Normal operation settings and checklists.
 - 4) Pre-shut down checklist and shut down procedures.
 - 5) Trouble shooting checklist and guidelines.
 - 6) Recommendations for optimum performance.
 - 7) Warnings and safety precautions on improper or hazardous operational procedures or conditions
 - c. Manufacturer's product data and parts and maintenance booklet for each item of equipment furnished under Division 23 that includes the following as a minimum:
 - 1) Manufacturer's model, identification and serial numbers.
 - 2) Exploded view of assembly drawings identifying each component or part with the relevant part number.

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- 3) Directory of manufacturer's representatives, service CONTRACTORS and part distributors.
- 4) Maintenance and trouble-shooting instructions, including schedule for preventive maintenance, periodic inspection and cleaning criteria.
- d. Project Record Drawings: Complete set of mechanical and control system drawings in 50 percent reduced print format shall be furnished with the manual. Submit the above record drawings on CD-ROM in AutoCAD and, if available, BIM, complete with external reference drawings, fonts, blocks, and plotter pen color/line thickness settings.
- e. Testing, Adjusting, and Balancing reports: Submit as specified in Section 01 45 25.
- f. South Coast Air Quality Management District (SCAQMD) permits to install and operate boilers, water heaters and other fuel burning equipment and third-party source test reports as required by SCAQMD to allow start-up and operation of equipment.
- g. Los Angeles County industrial waste permits.
- h. Valve directory complete with location, function, size, and model of each valve with reference to the project record drawings.
- i. Equipment and component identification chart complete with location, function, size, and model of each equipment or component with reference to the project record drawings.

1.05 COORDINATION

- A. Contract Documents indicate extent and general arrangement of Work under Division 23. CONTRACTOR shall coordinate work in accordance with Section 01 3113 requirements and make adjustments as required to provide maximum headroom, a neat arrangement to keep passageways and openings clear to provide accessibility and provisions for maintenance, and to meet code requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: Deliver materials to Project site in their original unopened containers with labels intact and legible at time of delivery. Store in strict accordance with manufacturer's recommendations.
- B. Do not store plastic pipe or materials in direct sunlight.

1.07 PRELIMINARY OPERATION

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- A. OAR may require any portion of mechanical Work to be operated before Substantial Completion. Such operation shall be in addition to regular tests, demonstrations and instructions required under the Contract Documents, and shall be performed as required.
- B. Notify the Project Inspector at least 24 hours in advance of lighting or re-lighting pilots.

1.08 TRAINING OF OWNER PERSONNEL

- A. Training of Owner's personnel shall include:
 - 1. A minimum of 8 hours of on-site overview of the overall Mechanical System.
 - 2. Refer to Division 23 sections for specific training on each of the components of the Mechanical System.
 - 3. A minimum of 8 hours of on-site overview identifying location and function of all Control Valves and Actuator assemblies.
 - 4. A minimum of 40 hours of (in classroom) software training for a minimum of 20 OWNER personnel on EMS/BMS if such systems are utilized in the project. Training shall be conducted at control CONTRACTOR training facility with computer setup for each person attending.
- B. Contract shall include the cost of training Owner operation and maintenance personnel in operating, adjusting, maintenance, trouble-shooting, and Project site repair of each component, equipment, or system provided under this Contract.
- C. Operational and maintenance training shall be conducted on the Project site, unless indicated otherwise.
- D. Upon completion of Owner training, a completion certificate indicating the nature of the training and a description of the systems, complete with equipment and component lists shall be issued to each trainee. The certificate should be issued in duplicate with one copy retained by OAR.
- E. An attendance sheet with the names and signatures of all participants attending the training shall be submitted to the OAR and kept as part of the project documents.

1.09 GUARANTEES AND DAMAGE RESPONSIBILITY

- A. Sound of water flowing in piping shall not be transmitted to building structure. Operation of mechanical system shall not produce operational sounds that can be heard outside of rooms enclosing apparatus or equipment.

PART 2 – PRODUCTS

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2.01 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified, materials and equipment shall be new, in good and clean condition. Equipment, materials, and components shall be of the make; type and model number noted on Drawings or specified. Pieces of equipment of the same type shall be by the same manufacturer.
- B. Whenever an item is listed by a single proprietary name, with or without model number and type, it shall be for purpose of design only, to indicate characteristics and quality desired. Proprietary designation listed on Drawings, or listed first in Specifications, is used as a basis for design to establish a standard for quality and performance and space requirements.
- C. HVAC equipment products from different manufacturers are never identical. Equipment approved as being equal is interpreted as being equivalent in capacity, performance and quality. The dimensions, weight, configuration and utility requirements could be quite different from the equipment used as the basis of design. Due to these differences, additional coordination and adjustments by the CONTRACTOR are required. For the equipment to be deemed truly equal, the additional coordination and adjustments by the CONTRACTOR should not incur any additional cost to the Owner and any additional labor to the design team.
- D. Equipment and materials indicated or required to be installed outdoors shall be of the type that is designed, manufactured, listed or approved by authorities having jurisdiction for outdoor installation by being resistant to the adverse effects of weather. All the additional protective measures against outdoor weather required by the manufacturers' installation instructions and prevalent practice shall be provided.
- E. For substitution of materials or products, refer to the General Conditions.

PART 3 – EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. CONTRACTOR shall arrange for a preconstruction meeting with IOR prior to the installation of refrigerant piping to discuss installation and testing requirement.

3.02 SERVICE INTERRUPTIONS, OFF-SITE, GAS AND WATER

- A. Schedule Work so there shall be no service interruptions of existing systems or systems during normal hours of operation of affected systems and facilities.
- B. When service interruptions are mandatory, arrange in advance with the OAR as to time and date of such interruptions.
- C. Systems, which are interrupted, shall be returned back into operation in such manner that they will function as originally intended.

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3.03 CUTTING, NOTCHING, AND BACKING

- A. Conform to California Building Code, Title 24, Part 2, for notches and bored holes in wood and for pipes and sleeves embedded in concrete and for cuts in steel, as detailed on structural Drawings.
- B. Where pipes or ducts pass through or are located within one inch of any construction element, install a resilient pad, 1/2 inch thick minimum, to prevent contact.
- C. Furnish all necessary provisions for recesses, chases, and accesses and provide blocking and backing as necessary for proper reception and installation of mechanical Work.

3.04 LOCATION OF PIPING AND EQUIPMENT

- A. Location of piping, apparatus and equipment as indicated on Drawings is approximate and shall be altered to avoid obstructions, preserve headroom, and provide free and clear openings and passageways.
- B. Trenches parallel to footings shall not be closer than 18 inches to the face of footings and shall not be below a plane having a downward slope of 2 horizontal to one vertical, from a line 9 inches above bottom of footing.
- C. Pipe in tunnels shall be installed close to one side of tunnel to provide maximum space for passage. Pipe shall not be installed through crawl hole unless otherwise specified or detailed on Drawings.
- D. Place equipment in locations and spaces indicated, disassemble and/or reassemble equipment as required by Project conditions.

3.05 VALVE AND SPECIALTY APPLICATIONS

- A. Install thermostatic/ electronic expansion valves as close as possible to distributors on evaporators.
 - 1. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
 - 2. If external equalizer lines are required, make connection where it will reflect suction-line pressure at bulb location.
- B. Install safety relief valves where required by ASME Boiler and Pressure Vessel Code. Pipe safety-relief-valve discharge line to outside according to ASHRAE 15.
- C. Install moisture/liquid indicators in liquid line near condensing unit.
- D. Install filter dryers in liquid line between compressor and thermostatic expansion valve.
- E. Consult refrigeration equipment manufacturer to determine the need for a receiver.
- F. Install receivers sized to accommodate pump-down charge.
- G. See Evaluations for discussion of flexible connectors.

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- H. Install flexible connectors at condensing unit.

3.06 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems; indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Shop Drawings.
- B. Install refrigerant piping according to ASHRAE 15.
- C. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping adjacent to machines to allow service and maintenance.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- K. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Division 08 Section "Access Panels Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- L. Install refrigerant piping in protective conduit where installed belowground.
- M. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- N. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- O. When brazing or soldering nitrogen must be present and flow in the piping, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing,

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and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.

- P. Retain first paragraph and subparagraphs below for steel pipe. Review the cost of steel pipe using these procedures versus the cost of copper piping. Also consider limiting the size of the refrigerant system and its piping to avoid the use of steel pipe.
- Q. Install pipe sleeves at penetrations in exterior walls and floor assemblies.
- R. Seal penetrations through fire and smoke barriers according to Division 07 Section "Penetration Firestopping."
- S. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- T. Install sleeves through floors, walls, or ceilings, sized to permit installation of full-thickness insulation.
- U. Seal pipe penetrations through exterior walls according to Division 07 Section "Joint Sealants" for materials and methods.
- V. Identify refrigerant piping and valves according to Division 23 Section "HVAC Identification."

3.07 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Fill pipe and fittings with an inert gas (nitrogen), during brazing or welding, to prevent scale formation.
- D. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."
 - 1. Use Type BcuP, copper-phosphorus alloy for joining copper socket fittings with copper pipe.
 - 2. Use Type BAg, cadmium-free silver alloy for joining copper with bronze or steel.
- F. Welded Joints: Construct joints according to AWS D10.12/D10.12M.

3.08 TESTS AND TESTING

- A. Tests shall be as required under the applicable sections of Division 23, including this Section.

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- B. Tests required by other sections of the Contract Documents include the following:
1. Test and balance of mechanical equipment and systems: Refer to Section 01 4525: Testing, Adjusting, and Balancing for HVAC.
 2. Hydrostatic test of boilers: Refer to Section 01 4525: Testing, Adjusting, and Balancing.
 3. Test of smoke and fire detectors: Refer to Division 26: Electrical.
- C. Additional tests may be required in the case of products, materials, and equipment if:
1. Submitted items are altered, changed, or cannot be determined as exactly conforming to the Contract Documents.
 2. Performance testing and results may also be required on certain items which are as specified, including fan, and pump performance.
- D. Piping Tests:
1. Perform tests required to demonstrate that operation of mechanical systems and their parts are in accordance with Specifications covering each item or system, and furnish materials, instruments and equipment necessary to conduct such tests. Tests shall be performed in presence of the Project Inspector of Record and Owner Authorized Representative. Work shall not be concealed or covered until required results are provided.
 2. Pressure gages furnished in testing shall comply with CPC. Air shall be bled from lines requiring hydrostatic or water tests.
 3. Systems shall be pressure-tested in accordance with pipe testing schedule below. Pipe test shall indicate no loss in pressure after a minimum duration of 48 hours at test pressures indicated. Where local codes require higher test pressures than specified herein for fire sprinkler systems, local codes shall govern.
 4. Fuel gas lines shall be first tested with piping exposed, before backfilling trenches or lathing; second with piping in finished arrangement, backfilled and paved where required, and walls finished.
 5. Piping systems could be tested as a unit or in sections, but entire system shall successfully meet requirements specified herein, before final testing by the Project Inspector.
 6. Repair of damage to pipes and their appurtenances or to any other structures resulting from or caused by these tests, shall be provided.
 7. Refrigerant piping shall be pressure tested by using a calibrated electronic testing equipment.
 8. Refrigerant Piping Brazing and Deburring Testing procedures for each building:
 - a. OWNER will randomly select maximum Two installed split systems serving each building for the inspection of proper brazing and deburring of associated refrigerant piping systems. Maximum Two copper fittings within the piping systems shall be randomly selected by OWNER and cut and removed by CONTRACTOR for inspection.

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- b. If a sign of oxidation is found on any selected fittings or adjacent piping, then the tested split system piping, and all connected equipment including evaporator and condensing unit with sign of oxidation shall be removed and replaced in entirety by CONTRACTOR at no additional cost to OWNER.
- c. If a burr is found on any selected joint, then the entire tested refrigerant piping system shall be removed and replaced by CONTRACTOR at no additional cost to OWNER.
- d. CONTRACTOR shall repair all tested systems after OWNER's inspection and approval at no additional cost to OWNER.
- e. Inspector of Record shall be present during the replacement of the defective systems and the repair of the tested systems by CONTRACTOR.
- f. If one or more selected split systems fail, then Two additional split systems (not including the ones previously tested) shall be selected for further testing. Selection of additional split systems and retesting will be performed until neither oxidation nor burr is found within the tested systems.

9. Pipe Testing Schedule:

System Tested	Test Pressure (psig)	Test With:
Hot water heating system piping and chilled water piping	150	Water
Refrigeration piping	600	Dry nitrogen

E. Equipment Performance Assurance Tests:

- 1. Before operating any equipment or systems, a thorough check shall be performed to determine that systems have been flushed and cleaned as required and that equipment has been properly installed, aligned, lubricated, and serviced. Factory instructions shall be checked to verify installations have been completed and recommended lubricants have been installed in bearings, gearboxes, crankcases, and similar equipment. Particular care shall be furnished in lubricating bearings to avoid damage by over-lubrication and blowing out seals. Equipment shall also be checked for damage that may have occurred during shipment, after delivery, or during installation. Damaged equipment, products, and materials shall be replaced or repaired as required.
- 2. Upon completion of the above, adjust the system settings to within normal operating conditions to prevent the system from being damaged upon start-up.
- 3. Run-test the equipment after start-up for five consecutive days. Tests shall include operation of heating, ventilating, and air conditioning equipment and systems for a period of not less than two 8 hour periods at 90 percent of the full specified heating and cooling capacities. If equipment passes, install new filters. If equipment fails, it shall be adjusted and retested until system meets all applicable codes.

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4. Equipment Start-up Reports: For each equipment or system on which start-up is performed, submit 8 copies of start-up report for review by the Architect.
 - a. The start-up report shall include the manufacturer's standard start-up form completed and signed by the start-up technician.
 5. Provide, maintain, and pay costs for equipment, instruments, and operating personnel as required for specified tests.
 6. Provide electric energy and fuel required for tests.
 7. Final adjustment to equipment or systems shall meet specified performance requirements.
 8. Equipment, systems, or Work deemed defective during testing shall be replaced or corrected as required. Test until satisfactory results are provided.
- F. Specific Coordinated Plan for Test and Balance:
1. Provide a narrative of the operational intent that clearly describes the function and sequence of operation of each component, equipment, or system installed. Instruct designated Owner personnel in the operation of the installed systems.
 2. Prior to final test and balance, mechanical equipment and systems shall be operated and tested as indicated in Paragraph 3.04.F above to demonstrate satisfactory overall operation of the installed systems.
 3. Immediately before starting tests, air filter media shall be cleaned or renewed. Roll-type filters shall be advanced to provide new clean media. Cleanable type media shall be thoroughly cleaned and re-oiled with new, clean oil as recommended by manufacturer if they are of viscous impingement type. Disposable type filters shall be replaced with new filters. Replaceable media shall be replaced with new media.
 4. An accurate means of measuring air flow and temperatures shall be furnished to balance air supply, return, and exhaust systems so uniform temperatures occur in every room and design airflow is obtained through registers, diffusers, and grilles.
 5. Systems shall be adjusted to provide airflows indicated including maximum fresh air and maximum return air. Dampers shall be checked for proper settings and operation. Air and water inlet and leaving temperatures at coils shall be checked. Complete operational data including airflows, room temperatures, fan speeds, motor currents, plenum, and duct static pressures shall be tabulated.
 6. Welding performed as part of this Division may be subject to radiographic inspections at random in accordance with requirements specified in Section 23 05 13: Basic HVAC Materials and Methods.

3.09 NOISE AND VIBRATION REDUCTION

- A. Correct noise or vibration caused by mechanical systems. Provide all necessary adjustments to specified and installed equipment and accessories to reduce noise to the lowest possible level

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- B. Correct noise or vibration problems caused by failure to install work in accordance with Contract Documents. Include all labor and materials required as a result of such failure. Pay for re-testing of corrected noise or vibration problems by the project acoustical consultant including travel, lodging, test equipment expenses, etc.

3.10 PROTECTION, CARE AND CLEANING

- A. In addition to storage criteria of the General Conditions, and provisions under Section 01 50 00: Construction Facilities and Temporary Controls, the following shall be provided:
1. Provide for the safety and good condition of materials and equipment until Substantial Completion. Protect materials and equipment from damage.
 2. Protect installed Work.
 3. Replacements: In case of damage, immediately provide repairs and/or replacements as required.
 4. Protect covering for bearings, open connections to tanks, pipe coils, pumps, compressors and similar equipment.
 5. Interior of ductwork shall be maintained free of dirt, grit, dust, loose insulation, and other foreign materials.
 6. Air handling equipment shall not be operated until building is cleaned and air filters are installed.
 7. Fixtures, piping, finished brass or bronze, and equipment shall have grease, adhesive, labels, and foreign materials removed. Chromium, nickel plate, polished bronze or brass Work shall be polished. Glass shall be cleaned inside and out.
 8. Before initial start-up and again before Substantial Completion, piping shall be drained and flushed to completely remove grease and foreign matter. Pressure regulating assemblies, traps, strainers, boilers, flush valves, and similar items shall be thoroughly cleaned. Tag system with an information tag listing responsible party and date of element, before initial start-up and again before Substantial Completion. Compressed air, oil, and gas piping shall be blown out with oil-free compressed air or inert gas. Refrigerant piping shall be cleaned as specified.

END OF SECTION

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SECTION 23 05 13 - BASIC HVAC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. This Section prescribes basic materials and methods generally common to the Work of Division 23.

B. Related Requirements:

1. Division 01: General Requirements.
2. Division 07: Thermal and Moisture Protection: Polyvinyl-Chloride Roofing.
3. Division 23: Heating, Ventilating, and Air-Conditioning.
4. Division 26: Electrical.

1.02 SUBMITTALS

- A. Provide in accordance with Division 01, Section 23 05 00 and specific requirements of each section of Division 23.

1.03 QUALITY ASSURANCE

- A. Standards: Comply with applicable national, state, and local codes and standards: ASTM, ASME, and ANSI. Federal Specifications, AWWA, CISPI, NFPA, FM Global, UL, CPC (California Plumbing Code), CMC (California Mechanical Code), CSA.
- B. Qualifications of Manufacturer: Products used in the Work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production as reviewed by the Architect.

1.04 COORDINATION

- A. Coordinate related Work in accordance with provisions of Section 01 31 13: Project Coordination.

PART 2 – PRODUCTS

2.01 GENERAL

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- A. Provide the following products if they are indicated in the Contract Documents or if they are required for the proper installation, function or operation of equipment, systems or components indicated in the Contract Document.
- B. Provide the following products as a complete assembly with required accessories for a complete and functioning entity in compliance with governing codes and applicable standards as specified in Section 23 05 00, manufacturer's instructions or as required.
 - 1. Omission of minor details in the Contract Documents does not waive and/or otherwise relinquish compliance with the above requirements.

2.02 MANUFACTURERS AND MATERIALS

- A. Ball Valves: Bronze, 2 inches and smaller:

BV-1 Class 150, 600 psi, CWP, 2 piece construction reinforced Teflon seats, full port, adjustable packing gland, stainless ball and stem, threaded ends.

Hammond UP-8303A/UP-8305/UP-8513, NIBCO T-685-80-LF/TS-685-66-LF, Milwaukee UPBA400S/450S, or equal.

BV-2 Class 150, 600 psi CWP, 2-piece construction, bronze body, reinforced Teflon seats, adjustable packing gland, (no threaded stem designs allowed), threaded ends.

Hammond UP8301A, NIBCO T-585-70, Milwaukee BA-400, or equal.

Ball Valves in Insulated Piping: Use extended operating handle of non-thermal conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation and memory stops that are fully adjustable after insulation is applied. NIBCO Nib-Seal Handle.

- B. Check Valves:

- 1. Bronze, 2-inch and smaller:

CHV-1 Class 125, 200 CWP swing check, Teflon disc, threaded ends. .

NIBCO T-413-Y, Milwaukee 509-T, Hammond IB-940, or equal.

CHV-2 Class 150, 300 psi, CWP, swing check, bronze, Teflon disc, threaded ends:

Stockham B-321; Crane 11TF, NIBCO T-433, Milwaukee 510-T, Hammond IB-946, or equal.

- C. Electronic Flow Readout Meter:

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FM-1 Flow meter shall combine the functions and ranges of several gages into a single board range meter. Meter shall function as a compound pressure gage measuring the high side and low side pressure simultaneously and display each reading in sequence. Meter shall be furnished complete with a shut-off, bypass, and blow down valve network installed on a portable meter panel. A carrying case shall be provided with storage for accessories. Meter shall automatically select the proper range, compensate for temperature, and reset itself. Memory function shall store up to 90 sets of pressure and temperature. Pressure reading shall be accurate to plus or minus 2 percent of reading from 0.01 to 150 psi. Temperature readings shall be accurate to plus or minus 0.5 degrees F and plus or minus 1.0 degree F. from minus 65 degrees F to 250 degrees F. The flow metering device shall be Hydrodata Multimeter HDM-250 as manufactured by Shortridge Instruments Inc., or equal, and shall be furnished with pressure gage, portable meter panel and with valve network, carrying case, battery charger, instruction manual and certificate of calibration, two 6 feet long by 1/2 inch OD pressure hoses with quick disconnects, two 8 foot by 1/4 inch OD drain hoses, and a set of adapters.

D. Gate Valves:

1. Bronze, 2 inches and smaller:

GV-1 Class 125, 200 psi CWP, bronze body and bonnet non-rising stem, inside screw, screw-in bonnet, solid disc, threaded ends:

Hammond IB645, Crane 1701, Milwaukee 105, American 3F, NIBCO T-113, or equal.

GV-2 Same as GV-1, except solder ends:

NIBCO S 113, Milwaukee 115, Hammond IB 647, or equal.

E. Liquid Level Gage:

LLG-1 Refrigerant type, carbon steel with stainless steel trim or all forged steel construction, back-seating standard design. Upper and lower valve furnished with ball check valves; 1/2 inch diameter glass on center. Four 3/16 inch diameter gage glass guard rods or slotted steel guard.

Peneberthy, Henry, Conbraco, or equal.

F. Piping:

1. Piping shall be continuously and permanently marked with manufacturer's name, type of material, size, pressure rating, and the applicable ASTM, ANSI, UL, or NSF listing. On plastic pipe, date of extrusion must also be marked.
2. Underground non-ferrous pressure pipes shall be installed with proper color tracer wires. Refer to color code provisions in Section 23 0553: HVAC Identification.

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3. Refer to HVAC Piping: Section 23 20 13 for heating and chilled water piping and fittings.

G. Pipe Isolators:

PLA-1 Absorption pad shall be not less than 1/2 inch thick, unloaded. Pad shall completely encompass pipe.

Holdrite, LSP, Stoneman, Potter-Roemer, Trisolator, PR-Isolator, or equal.

PLA-2 Plastic cushion to form an insulating liner and eliminate metal to metal contact when securing copper tubes and pipes in air conditioning and refrigeration insulation preventing galvanic erosion. (Acoustical Type for Sound Absorption)

Hydra-Zorb Cushion Clamps, LSP Products Group Acousto Clamp, or equal.

- H. Pressure Gage: Aluminum or steel case, minimum 4-1/4 inches dial; pressure type or combination vacuum-pressure type, with provisions for field calibration. Dial indicator to indicate pressure in psi with accuracy to within plus or minus 0.5 percent of maximum dial reading. Furnish gages with restriction screw, size 60, to eliminate vibration impulses. Black case and ring, bourdon tube of seamless copper alloy with brass tip and socket. Three way gage cock, constructed of brass with stuffing box, 1/2 inch couplings, with fixed or movable cap nut to shut off pressure gage.

PG-1 Pressure type, black drawn steel case, 4 1/2-inch glass dial, range approximately twice line pressure.

Marsh Keckley, Trerice, Weksler, Weiss, or equal.

I. Thermometers

1. Industrial:

T-1 Straight type with fixed or ratable stem, extruded or cast brass or cast aluminum case and brass separable well 6 inches minimum scale, angle or straight type range 30 degrees - 240 degrees F.

Weksler, Trerice, Weiss, Ashcroft, Marshalltown, or equal.

T-2 Round type 3 1/2-inch minimum dial range of 100 between 30 degrees and 155 degrees F, color coded red above 150 degrees F. Brass chrome plated case.

Ashcroft, U.S. Gage, Marsh, Weiss, or equal.

2. Remote:

T-3 Liquid-filled capillary type with bulbs as required for remote and insertion mounting dials of 3 1/2-inch minimum diameter, non-ferrous internal parts, external

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means for re-calibration, glass or plastic lens and steel or non-ferrous case suitable for wall, duct or panel mounting range 30 degrees to 240 degrees F.

APPLICATION: PROVIDE FOR MEASURING DUCT, PLENUM, AND OTHER AIR TEMPERATURES.

- J. Unions:
1. Unions shall be furnished and installed in accordance with the following requirements (unless flanges are furnished):
 - a. At each threaded or soldered connection to equipment and tanks, except in Freon or fuel gas, piping systems, whether indicated or not.
 - b. Immediately downstream of any threaded connection to each manually operated threaded valve or cock, and each threaded check valve, yard box or access box except those in Freon piping systems, whether indicated or not.
 - c. At each threaded connection to threaded automatic valves (except those in Freon piping systems) such as reducing valves and temperature control valves, whether indicated or not.
 - d. If grooved piping is used, couplings shall serve as unions. Additional unions are not required
 2. Unions shall be located so that piping can be easily disconnected for removal of equipment, tank, or valve.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions under which Work of this Section shall be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Provide all materials and equipment for the Work. Furnish and install necessary apparatus, parts, materials, and accessories.
- B. Pipe Installation:
 1. Install piping parallel to wall and provide an orderly grouping of proper materials and execution.
 2. Piping shall clear obstructions, preserve headroom, provide openings and passageways clear, whether indicated or not. Verify the Work of other Divisions to avoid interference.

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3. If obstructions or the Work of other Divisions prevent installation of piping or equipment as indicated by the Drawings, perform minor deviations as required by the Architect.
4. Install piping after excavation or cutting has been performed. Piping shall not be permanently enclosed, furred in, or covered before required inspection and testing is performed.
5. Exposed polished or enameled connections from fixtures or equipment shall be installed with no resulting tool marks or threads at fittings. Residue or exposed pipe compound shall be removed from exterior of pipe.
6. Piping shall be concealed in chases, partitions, walls, and between floors, unless otherwise directed or specifically noted on Drawings. When penetrating wood studs, joists, and other wood members, provide such members with reinforcement steel straps of Continental Steel & Tube Co., ULINE, Independent Metal Strap, or equal.
7. Reduce fitting where any change in pipe size occurs. Bushings shall not be furnished unless specifically reviewed by the Architect, or indicated on Drawings.
8. Piping subject to expansion or contraction shall be anchored in a manner, which permits strains to be evenly distributed. Swing joints or expansion loops shall be installed. Seismic restraints shall be installed so as not to interfere with expansion and contraction of piping. Seismic loops required at all building separations.
9. Immediately after lines have been installed, openings shall be capped or plugged to prevent entrance of foreign materials. Caps shall be left in place until removal is necessary for completion of installation.
10. Couplings shall not be installed except where required pipe runs between other fittings are longer than standard length of type of pipe being installed and except where their installation is specifically reviewed by the Architect.
12. Water lines may be installed in same trench with sewer lines, provided bottom of water line is 12 inches minimum above top and to the side of sewer line.
14. Changes in pipe sizes shall be furnished with eccentric reducers, flat on top. Offsets to clear obstruction shall not be installed so as to produce air pockets.

C. Pipe Sleeves and Plates:

1. Provide and install pipe sleeves of Schedule 40 black steel pipe or Schedule 40 PVC plastic pipe in concrete or masonry walls, footings, and concrete floors below grade. Provide and install adjustable submerged deck type sleeves at locations where pipes pass through concrete floors, except

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concrete slab floors on grade, and at locations where soil pipe for floor type water closets passes through concrete floors.

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2. Sleeves shall provide 1/2 inch clearance around pipes, except plastic pipe shall have 1-inch clearance. Caps of deck type sleeves shall be removed just prior to installation of pipe. Area around sleeves shall be smooth and without high or low spots. Sleeves in walls shall not extend beyond exposed surface of wall. Sleeves in concrete floors and walls shall be securely fastened to forms to prevent movement while concrete is being placed.
3. Piping installed on a roof shall clear the roof surface by 10 inches minimum, with or without insulation. Bottom of individual fittings may infringe on 10 inches clear space but not groups of fittings or fittings located within 27 inches of each other.
4. Stiles shall be provided to facilitate crossing of piping when parallel piping runs are laterally greater than 12 inches out-to-out, or any pipe is higher than 18 inches, and more than 40 feet long or runs between 2 or more major pieces of equipment or housings greater than 20 feet apart. Stiles shall be not less than 20 inches wide with a minimum tread depth of 10 inches. Where stiles are required, they shall be located so greatest obstructed distance is 30 feet.
5. Where pipes pass through waterproofed walls, floors, or floors on grade, sealant with Link-Seal Modular Seals, or equal, between pipe and sleeve to provide a waterproof joint. Where earth is in contact with pipe on both sides of a wall or foundation, the waterproof joint is not required. Commercial rubber compression units may be furnished instead of sealed sleeves if reviewed by the Architect.
6. A swing joint, or other required device, shall be furnished and installed in hot water lines with 10 feet of sealant or compression joint to allow for expansion.
7. Pipe sleeves shall be provided where pipes intersect footings or foundation walls and sleeve clearances shall provide for footing settlement, but not less than one inch all around pipe.

D. Welding of Pipe and Qualifications of Welder:

1. Joints above grade or accessible conduit or tunnels in steel piping may be either welded or screwed unless specifically indicated otherwise on Drawings or specified. Joints in below grade steel piping, whether in insulation or not, shall not be welded, unless otherwise indicated.

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2. Welded joints in pipe shall be continuous around pipe and shall comply with ASME B31: Code for Pressure Piping, unless otherwise specified.
3. Each pipe weld shall be stamped with welder's identification mark. Welding shall be performed by welders possessing a valid certificate of qualification for welding carbon steel welding pipe in horizontal position (2G) and horizontal fixed position (5G) in accordance with the requirements of Section IX of the ASME Boiler and Pressure Vessel Code, by an Owner-recognized, DSA approved testing laboratory.
4. Before any welder performs welding on the Work, furnish the Project Inspector with a copy of welder's valid qualification papers and obtain verification. Welder qualification is not valid unless it has been issued while welder was performing work for current employer, and has performed type of work described by qualification in the preceding 3 months.

REFERENCE: ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, UW-29 TESTS OF WELDERS AND WELDING OPERATORS.

5. Welding performed under these Specifications is subject to special tests and inspections including rigid Ultra Sonic Testing (UT) and radiographic inspection at random, in accordance with Technique for Radiographic Examination of Welded Joints by an Owner recognized, DSA approved testing laboratory.

ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, UW-51 RADIOGRAPHIC EXAMINATION OF WELDED JOINTS.

E. Unacceptable Welds and Repairs to Welding:

1. Welds containing any of the following types of imperfections shall be deemed defective Work:
 - a. Cracks of any type.
 - b. Zones of incomplete (in excess of 1/32 inch) fusion or penetration.
 - c. Elongated slab inclusions longer than 1/4 inch.
 - d. Groups of slag inclusions in welds having an aggregate length greater than thickness of parent metal in a length 12 times the thickness of the parent metal.
 - e. Undercuts greater than 1/32 inch.
 - f. Overlaps, abrupt ridges or valleys.

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2. When a defective weld is detected by examination as outlined above, two additional welds shall be radiographed at locations selected by the Project Inspector. If the two selected welds demonstrate compliant welding, then the two tested welds shall be deemed to be in compliance. Welding revealed by radiographs to be defective Work shall be removed, repaired, and tested by radiograph.
3. If either of the two selected welds demonstrates welding deemed to be defective Work, all welding in that portion of the Work shall be deemed defective Work and either: all welds shall be cutout, prepare new ends for welding and weld to comply with this Specification, or radiograph all welds, removing and repairing only such welding deemed to be defective Work.
4. Repair welding shall be performed in a manner in full compliance with ASME B31. The welded joints or repairs shall be spot examined with UT or radiographic tests in accordance with foregoing requirements.

REFERENCE, ASME BOILER AND PRESSURE VESSEL CODE, SECTION VIII, UW-52.

5. Owner shall cause to be performed additional random UT and radiographic examinations of welds. Owner shall be responsible for the costs of any UT and radiographic examinations found to be in compliance with specified requirements.
 6. Installer shall be responsible for the costs of UT and radiographic re-examinations of welds deemed defective Work and not in compliance with this Specification, and shall repair or replace said welds in accordance with specified requirements.
- F. Welding Rods: Submit a written list of materials and proposed type of welding rods for review by the Architect.
- G. Backing Rings: Backing rings may be submitted for installation provided the Product Data is submitted with the material list.
- H. Qualification Tests for Low-pressure Welding:
1. Tests shall be performed on 3-inch standard weight pipe ASTM A53, Grade A, and shall be welded by acetylene and electric arc. Each sample shall consist of two pieces, each 10 inches long, with 30-degree bevel at point weld.
 2. Two 20-inch samples shall be performed in the 2G and two 20-inch samples in the 5G positions, with positions defined in Section IX, ASME Boiler and Pressure Vessel Code. Welds shall have the reinforcement ground or machined flush to the surface of the pipe before testing. Samples shall be tested as full section tensile.

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3. Weld shall develop a load of 90 percent of 50,000 psi, i.e., 45,000 psi or shall develop a fracture in parent metal.
4. Each qualified welder shall carry an identification card listing welder's name, date of test, and type of welding tests passed; signed by the welder and the laboratory.
5. A valid certificate of qualification issued in compliance with requirements of the ASME Boiler Pressure Vessel Code Section IX shall qualify a welder for issuance of a certificate for low-pressure pipe welding.

I. Certificates of Qualification for Welding of Unfired Pressure Vessels:

1. Certificates of qualification shall be issued by a laboratory recognized by the Owner in compliance with the requirements of the ASME Boiler Pressure Vessel Code Section IX. Qualifications shall be for both acetylene and arc welding of Schedule 40 ASTM A53, Type B, steel welded or seamless pipe in the Horizontal Position (2G) and the Horizontal Fixed Position (5G) as defined by said code.

NOTE: Certificate described above is not valid unless it has been issued while welder was working for his current employer, and unless welder has performed type of work described by certificate in the preceding three months. Requirements for possession of a valid certificate shall not be waived for welders fabricating unfired pressure vessels when the Specifications require compliance with ASME code or when welding pipe carries working pressures greater than 75 psi and temperatures greater than 250 degrees F.

J. Pipe Joints and Connections:

1. Pipe and tubing shall be cut per IAPMO Installation Standards. Pipe shall have rough edges or burrs removed so that a smooth and unobstructed flow shall be provided.
2. Threaded Pipe: Joints in piping shall be installed according to the following service schedule:
 - a. Refrigerant and Soap Piping: Litharge and glycerine, or Expando, Gasoila, or equal.
 - b. All other services Furnish sealant, suitable and as reviewed by the Architect.
3. Threads on pipe shall be cut with sharp, clean, unblemished dies and shall conform to ANSI/ASME B1.20.1 for tapered pipe threads.
4. Joint compounds shall be smoothly placed on male thread and not in fittings. Threaded joints shall be installed tight with tongs or wrenches and sealant of any kind is not permitted. Failed joints shall be replaced with new materials.

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Installation of thread cement or sealant to repair a leaking joint is not permitted.

5. Sharp-toothed Stillson, or similar wrenches, is not permitted for the installation of brass pipe or other piping with similar finished surfaces.

K. Copper Tubing and Brass Pipe with Threadless Fittings:

1. Silver brazed joints shall be used for attaching fittings to non-ferrous metallic refrigerant piping.
2. Non-pressure gravity fed condensate lines may be soldered with 95/5 solder.
3. Silver brazing alloy, Class BCUP-5. Surfaces to be joined shall be free of oil, grease, and oxides. Socket of fitting and end of pipe shall be thoroughly cleaned with emery cloth and wiped to remove oxides. After cleaning and before assembly or heating, flux shall be installed to each joint surface and spread evenly. Heat shall be applied in accordance with instructions in the Copper Tube Handbook issued by Copper Development Associates. Joints constructed of rough bronze fittings shall be provided as recommended by manufacturer.
4. Do not overheat piping and fittings when installing silver brazing.
5. Joints in non-ferrous piping for services not covered above shall be installed with solder composed of 95/5 tin/antimony, ASTM B32, Grade 5A. Surfaces to be jointed shall be free of oil, grease, and oxides. Sockets of fitting and end of pipe shall be thoroughly cleaned with emery cloth to remove oxides. Solder flux shall be sparingly installed and solder added until joint is completely filled. Do not overheat. Excess solder, while plastic, shall be removed with a small brush in order to provide an uninterrupted fillet completely around joint. Random inspection of joints shall be conducted by Project Inspector to ensure joints are lead-free.
6. Grooved end joints for copper piping shall be assembled in accordance with the latest manufacturer recommendations. Pipe ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove for proper gasket sealing. Grooving tools shall be as manufactured by Victaulic, RIDGID, MAG Tool, or equal.

- L. Ring-Type Pipe: Joints shall be installed in accordance with manufacturer's instructions with grooved couplings, fittings and rubber rings. Couplings and pipe shall be compatible and of the same manufacturer. Rings shall be accurately located and installed by grooves in coupling. Pipe shall be installed with zero deflection unless otherwise specified. Pressure pipe shall be furnished with thrust blocks at each offset point.

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M. Welded Pipe Joints:

1. Joints in welded steel pipelines shall be installed by oxyacetylene or electric arc process. Welding shall be continuous around pipe and provided as specified.
2. Butt welds shall be of the single V-type, with ends of pipe and fittings beveled approximately 37 ½ degrees. Piping shall be aligned before welding is started with the alignment maintained during welding.
3. Welds for flanges and socket fittings shall be of the fillet type with a throat dimension not less than pipe wall thickness.

N. Grooved End Pipe Joints: Grooved end joints for carbon steel piping shall be assembled in accordance with the latest manufacturer recommendations. Pipe ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to grove for proper gasket sealing. Grooving tools shall be as manufactured by Victaulic, RIDGID, MAG Tool, or equal.

O. Joints shall be Vic-Press 304TM, or equal, made with Victaulic Series 'PFT' tools and the appropriate sized jaw. Pipe shall be certified for use with Vic-Press 304TM system, and shall be square cut, properly deburred and cleaned, and marked at the required location to insure full insertion into the fittings and/or couplings.

P. Valves: Valves shall conform to the following:

1. Piping systems shall be furnished with valves at points indicated on Drawings and specified, arranged to provide complete regulating control of piping system throughout building and the Project site.
2. Valves shall be installed in a neat grouping, so that parts are easily accessible and maintained.
3. Pressure Independent Characterized Control valve type shall be suitable for service on which installed.
4. Valves shall be full size of line in which they are installed, unless otherwise indicated on Drawings or otherwise specified, and shall be one of types specified.
5. Provide chain operators on valves 2-inch and larger located 7 feet or more above the servicing floor level.
6. Valves for similar service shall be of one manufacturer.
7. Except where otherwise specified, valves shall be Belimo, Victaulic, Stockham, Crane, Jenkins, Milwaukee, Hammond, American Valve, NIBCO, Hoffman, or equal.

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8. Ball valves below grade in yard boxes shall have stainless steel handles.
 9. Temperature relief valves and combination temperature and pressure relief valves shall be as specified and furnished as set forth in this Section. Discharge pipe from relief valves shall be not less than discharge area of valve or valves it connects, based on discharge area of valves, and shall terminate as indicated and free of any traps. Valves shall be installed at following locations:
 - a. A combination temperature and pressure relief valve or combination of valves on each heating hot water boiler. Temperature sending element shall extend into water inside boiler.
 10. Manual air vent valve assemblies shall be installed at each high point of hot water space heating and chilled water piping systems. Valves shall discharge through 1/4 inch diameter copper tubing and drain to nearest floor sink. Automatic type air vent valve shall only be installed where specifically indicated. Radiator, convectors, and finned pipe convectors shall be fitted with packless radiator valves, angle or straight pattern. Each convector or radiator installed as part of a space hot water heating system shall be furnished with a manual-type air vent valve.
- Q. Strainers: Strainers shall be installed on each water main (except for fire line) downstream of the meter, above grade, when a pressure regulator assembly is not installed. Main strainer shall be of Y-flange or groove type. On closed loop chilled and heating hot water systems pump systems, a strainer shall be installed at each pump inlet and upstream of each flow control valve assembly. The control valve assembly may include a modulating temperature control valve and a flow-limiting valve, manufactured by Griswold, AutoFlow, Flow Control Industries, Inc., or equal.
- R. Hangers and Supports:
1. Piping shall be securely fastened to building structure by approved iron hangers, supports, guides, anchors, and sway braces to maintain pipe alignment to prevent sagging and to prevent noise or excessive strain on piping due to uncontrolled or seismic movement under operating conditions. Hangers and supports shall conform to Manufacturer's Standardization Society Specification SP-69. Hangers shall be relocated as required to correct unsatisfactory conditions that may become evident when system is placed into operation. Appliances, heat exchangers, storage tanks, and similar equipment shall be securely fastened to structure in accordance with seismic requirements. Outdoor metal hangers and supports shall be hot-dipped galvanized steel, unless otherwise specified.
 2. Piping shall not be supported by wire, rope, wood, plumbers' tape, or other non-recognized devices.

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3. Hangers and supports shall be designed to support weight of pipe, fittings, weight of fluid and weight of pipe insulation, and shall have a minimum factor of safety of 5, based on ultimate tensile strength of material installed.
4. Burning or welding of any structural member under load is not permitted. Field welding not specified on Drawings or reviewed Shop Drawings is not permitted without review by Architect and DSA.
5. Burning holes in beam flanges or other structural members is not permitted without review by the Architect and DSA.
6. Pipe hangers on piping covered with low temperature insulation shall be installed on outside of insulation and not in contact with pipe unless otherwise detailed on Drawings. Insulation shall be protected by 18 gage galvanized steel shield, with a minimum length of 10 inches, installed completely around pipe covering between covering and hanger. Installing hangers directly on pipe and butting adjoining sections of insulation against hanger is permitted provided void and hanger rod are properly insulated and sealed so that no sweating occurs at hangers.
7. Hanger rods shall be fastened to structural steel members with suitable beam clamps. Clamps shall be Tolco, Carpenter & Patterson, Fee and Mason, or equal, as follows:
 - a. Tolco I beam, Fig.62 for maximum 1000 lbs.
 - b. Tolco I or WF beam, Fig. 329, for maximum of 1290 lbs.
8. Hanger rods shall be fastened to concrete inserts in concrete slabs or beams. Inserts shall be Tolco, Carpenter & Patterson, Fee and Mason, or equal, as follows:
 - a. Tolco Fig.310 for maximum of 600 lbs.
 - b. Tolco Fig. 309 for maximum of 1140 lbs.
9. For fastening to wood ceilings, beams, or joists, furnish Anvil Fig. 128R, Anvil Fig. 153, Tolco 78, or equal pipe hanger flange fastened with drive screws. Under wood floors, 3/8 inch hanger rods shall be hung from 2-inch by 2-inch by 1/4 inch angle clips 3-inch long, with two staggered 10d nails, clinched over joist.
10. Hanger rod sizes for copper, iron, or steel pipe: 3/8 inch for pipe sizes 1/2 inch through 2-inch, 1/2 inch for pipe sizes 3-inch, 4-inch and 5-inch, 5/8 inch for pipe size 6-inch, and 3/4 inch for 8-inch and 10-inch pipe.
11. Turnbuckles, if furnished, shall provide a load carrying capacity equal to that of the pipe hanger with which they are being installed.

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12. Pipe hangers shall be of same size, or nearest larger manufactured size available, as pipe or tubing on which they are being installed.
13. Hangers, clamps, and guides furnished for support of non-metallic pipe shall be padded with 1/8 inch thick rubber, neoprene, or soft resilient cloth.
14. Where special pipe-supporting requirements in the Specifications conflict with any standard requirements specified herein, the Specification requirements shall govern.
15. Vertical Piping:
 - a. Vertical pipe risers shall be securely supported with riser clamps of recognized type. Risers in reinforced concrete buildings shall be furnished with extension clamps fastened to pipe above each concrete floor slab with extended arms of clamp to rest on slab. Clamps shall be provided with lead or Teflon liners when installed on copper tubing. Clamps shall be plastic-coated when installed on non-ferrous pipe or tubing.
 - b. Copper tubing in sizes 1 ½-inches and larger and steel pipelines passing up through building shall be supported at each floor of building or every 15 feet whichever is less.
 - c. Copper tubing sizes 1 ¼-inch and smaller shall be supported at not intervals not more than 6 feet on center. Special provisions shall be installed for vertical lines subject to expansion and contraction caused by operating temperature differences.
 - d. Vertical cast iron pipelines shall be supported from each floor and at its base. Malleable iron or steel pipe clamps with minimum thickness of 1/4 inch shall be furnished and fastened around pipe for support.
16. Horizontal Piping:
 - a. Roof Mounted Piping: Pressure and non-pressure piping shall be supported from channels, stands, clamps, trapezes, rollers, or structures mounted on 100% rubber, UV resistant rooftop supports with reflective strips, Dura-Block, or equal. Roller type supports shall be provided below and above pipe to prevent its dislodgement. Bottom of pipes shall clear the roof surface by 10 inches.
 - 1) At PVC roofing provide walk tread, polyester reinforced, UV resistant, with surface embossment at rooftop supports. Heat welding of walk pads shall only be done by manufacturer certified installers.

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- a) Sika-Sarnafil and Carlisle: Walk tread shall be no more than one inch larger than the plan area of the pipe support blocks and adhered to the roof membrane with Sika 1A or Carlisle Universal Single-Ply sealant, as applicable.
 - b) Johns Manville: Walk tread shall be installed under the pipe support blocks and adhered to the blocks, if possible, and left loose laid on top of the PVC roof system. Walk-pad shall have a minimum of 4 inches of material past perimeter on all 4 sides of block.
- 2) Built-up roofing: Provide APP granulated modified torch-down at each pipe support block. Torch-down shall extend 2 to 4 inches beyond the edges of the block and adhered by torch application over existing cap sheet membrane. This work shall be performed by a certified roofer.
- b. Piping Mounted to Underside of Roof and Decks and from Structure:
- 1. Insulated steam and space heating hot water supply and return piping shall be supported with Tolco Figure 4, B-Line Figure B3140, Anvil Figure 212, or equal, steel hangers with welded eye rods to permit hinge movement at point of attachment of hangers. Hinge movement at point of support shall be provided by welded eye linked rods Tolco Figure 101L, B-Line Figure B3211X, Anvil Figure 278X, or equal.
 - 2. Chilled water supply and return piping, condenser water piping, insulated refrigerant piping may be supported with Tolco Figure 1, B-Line Figure B3100, Anvil Figure 260, or equal, hangers with rods, turnbuckles and inserts suitable for above hangers.
- c. Maximum hanger and support spacing shall conform to CPC schedule for horizontal piping installed above grade.
17. A hanger or support shall be installed close to the point of change in direction of a pipe run, in either a horizontal or vertical plane.
18. When practicable, supports and hangers for cast iron soil pipe shall be installed as close as possible to joints and when hangers or supports are not located within one foot of a branch line fitting, an additional hanger or support shall be installed at fitting.
19. In systems where grooved piping is used, couplings shall be provided with angle pattern bolt pads to comply with support and hanging requirements of ANSI/ASME B31.1, ANSI/ASME B31.9, and NFPA Pamphlet 13.

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S. Flashings:

1. Each pipe, duct, or gas-fired equipment vent passing through roof shall be installed with waterproof flashing.
2. Flashing or flanges on pipes, vents, and ducts passing through a tile or slate roof shall be constructed of sheet lead. Flashing for pipes and heater vents passing through a roof shall be 4 pound soft sheet lead. Flashing and flanges for ducts and heater vents passing through exterior walls shall be 22 gage sheet metal. Flanges and flashing shall be installed waterproof at point of connection with pipe or duct. No soldered joints on roof flashings will be allowed.
3. Lead flashing and flanges shall be constructed of 4 pound sheet lead with burned joints. Flange of lead flashing or lead flange on a duct shall extend out onto roof a minimum of 12 inches from pipe or duct. Lead flashing shall extend up the pipe or duct not less than 7 inches.
4. Sheet metal flashing shall be constructed of 24 gage galvanized sheet steel. Flanges on these flashings shall extend out onto roof a minimum of 10 inches from pipe or duct. Flanges on ducts through exterior walls shall extend out from duct a minimum of 2 ½ inches. Flanges on gas-fired equipment single-wall vents shall be of ventilated type. Type B gas vents through a roof shall be furnished with non-ventilated flashing as per NFPA Pamphlet 211.
5. Cast iron, steel, brass, and copper pipe, which terminate less than 18 inches above roof, shall be furnished with a combination counter-flashing and vandal-proof hood for protection against water, birds and foreign matter. Cast iron, steel, brass and copper pipe, which does not terminate within 18 inches of roof, shall be furnished with a counter-flashing sleeve. Pipe, which terminates more than 18 inches above roof, shall be furnished with protection against entrance of water, birds, and foreign matter.
6. Counter-flashing and combination counter-flashing sleeves and vandal-proof hoods shall be cast iron, vandal-proof, threaded, sealed or approved gas-heated sleeve type. Counter-flashing sleeves on each of these items shall extend down over flashing a minimum of 3/4 inch.
7. Flashing and flanges on ducts shall be installed waterproof at point of connection to the duct by riveting and soldering. Storm collars shall be securely screwed and installed waterproof around appliance vent pipe immediately above flashing.
8. Vent piping above roof shall be furnished with a combination counter-flashing sleeve and vandal-proof hood.

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- T. Equipment Installation: Install roof or floor mounted equipment on level platforms, housekeeping pads or curbs and provide sound, vibration and seismic control measures per Section 23 05 48, unless indicated otherwise whether indicated on drawings or not.

END OF SECTION

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SECTION 23 05 48 - HVAC SOUND, VIBRATION AND SEISMIC CONTROL

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Reduction or elimination of excessive noise or vibration within building due to operation of equipment, machinery, piping, and ductwork as specified.
 - 1. Vibration isolators.
 - 2. Seismic restraint devices.
 - 3. Duct silencers.
 - 4. Acoustic housings.
 - 5. Lining and enclosing ductwork.
 - 6. Acoustic louvers.
 - 7. Sound attenuation boots at supply, return, exhaust and transfer air inlets, outlets and openings.
 - 8. Flexible ducts, conduits and piping.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Section 01 45 25: Testing, Adjusting, and Balancing for HVAC.
 - 3. Section 23 05 00: Common Work Results for HVAC.
 - 4. Section 23 05 13: Basic HVAC Materials and Methods.
 - 5. Section 23 30 00: Air Distribution.
 - 7. Section 23 38 13: Kitchen Ventilation System.
 - 8. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.

1.02 GENERAL REQUIREMENTS

- A. Provide vibration isolators to eliminate or reduce the transmission of vibration noise to any part of building and mitigate vibration frequency and load imposed by equipment. Vibration isolators, base frames, inertia bases and seismic restraints shall be of sufficient size, flexibility and load distribution configuration to assure that deflection,

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stability and seismic restraint requirements are met without permitting excessive movement when starting. For typical units, no fewer than four isolators shall be provided. Isolators shall be provided to deflect uniformly under operating gravity and equipment thrust loadings to within plus or minus 10 percent of specified deflection values.

- B. Static deflections specified are based on the anticipated equipment characteristics. In the event the equipment proposed by the Contractor has characteristics other than those indicated, particularly the rated rpm, the static deflection shall be re-evaluated and the proper mountings and other devices shall be provided.
- C. Where fabricated vibration isolator units are indicated, furnish manufacturer's standard catalog products with printed loading ratings or certified submittals
- D. Seismic Requirements:
 - 1. Refer to Seismic Restraint Manual: Guidelines for Mechanical Systems, published by SMACNA and approved by DSA, for minimum seismic restraints required on mechanical components design and construction details.
 - 2. Provide seismic restraints for mechanical equipment or components specified. Where equipment is specified with proprietary names, design for seismic restraints is for first proprietary name listed.
 - 3. Provide restraints, bracing and anchorage as required for the mechanical equipment, electrical equipment and components specified in the Contract Documents. Restraints, bracing and anchorage shall be installed to resist the total design earthquake or wind loads in any direction in accordance with CBC and SMACNA guidelines.
 - 4. Provide restraints, bracing, and anchorage for the mechanical equipment and components.
 - 5. For rigidly mounted liquid filled steel pipe, comply with the following:
 - a. Provisions of NFPA Pamphlet 13, section for sway bracing.
 - b. Provisions of NFPA Pamphlet 13, section for earthquake protection.
 - c. Hanger spacing as specified in Section 23 05 13 under Hanger Spacing Schedule.
 - d. SMACNA Seismic Restraint Manual: Guidelines for Mechanical Systems and approval by DSA.
 - 6. For flexibly mounted liquid filled steel pipe, comply with the following:
 - a. Provisions of the California Building Code for flexibly mounted equipment.

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- b. Provisions of VISCMA (Vibration Isolation and Seismic Control Manufacturer's Association) Seismic Control Device Installation, Best Practices Manuals.
 - c. Installer may provide a DSA or OSHPD approved system such as the SMACNA Seismic Restraint Manual with Addendum No. 1, the Mason Industries Seismic Restraint Guidelines or other proprietary pre-approved system.
7. For ductwork and other mechanical equipment restraints, comply with SMACNA Seismic Restraint Manual: Guidelines for Seismic Mechanical Systems and obtain approval by DSA.

1.03 SUBMITTALS

- A. Provide in accordance with Division 01.
- 1. Catalog cuts and data sheets on specific vibration isolators, seismic restraints, and anchors demonstrating compliance with the Specifications.
 - 2. Shop Drawings for each piece of equipment including dimensions, structural member size, support point, vibration, and seismic restraints.
 - 3. Written approval of frame design to be furnished by the equipment manufacturer.
 - 4. Drawings indicating methods for suspension, support, seismic restraints, guides, etc., for piping, ductwork, etcetera.
 - 5. Drawings indicating methods for isolation of pipes, ducts etcetera, piercing slabs, beams, etcetera.
- B. Vibration Test Reports: At completion of installation, submit the following documents. Submission of these documents must be complete before final acceptance of vibration isolation systems is given. Assistance from the vibration isolation equipment Manufacturer may be required.
- 1. Complete tabulation showing for each vibration isolator:
 - a. Actual static deflection measured at the project.
 - b. Specified minimum static deflection.
 - 2. Report certifying:
 - a. Each piece of operative rotating mechanical equipment does not exceed the specified vibration displacement level.

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- b. Each piece of isolated equipment or equipment component (ducts, pipes, conduit, etcetera) is not short-circuited by any means.
- c. Requirements of Part 2 are satisfied for equipment.

1.04 QUALITY ASSURANCE

- A. Standards and Codes: Comply with applicable codes and standards having jurisdiction including, but not limited to:
 - 1. NFPA, Pamphlet 13.
 - 2. ASHRAE Handbook: HVAC Systems and Equipment.
 - 3. SMACNA Seismic Restraint Manual: Guidelines for Mechanical Systems.
 - 4. California Building Code.
 - 5. VISCMA
 - a. Installing Seismic Restraints for Mechanical Equipment.
 - b. Installing Seismic Restraints for Duct and Pipe.
- B. Qualifications of Manufacturer and Installers: Comply with provisions as set forth in Section 23 0500: Common Work Results for HVAC.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Furnish and install vibration dampers, sound isolation pads, flexible connections and similar equipment required to prevent sound of water flowing in pipes, vibration of motors, and motor operated equipment from being transmitted to building structure; and, in case of fans, from being transmitted along ducts. Piping shall be isolated from vibrating equipment by furnishing required flexible connectors.
- B. Pumps and similar motor operated equipment shall be installed on anti-vibration units.
- C. Fans, except curb-mounted roof-type exhaust fans and wall mounted propeller fans, shall be installed with anti-vibration units, whether indicated on Drawings or not. Fans built into air handling units may be furnished with independent anti-vibration mountings or whole unit may be installed on an external vibration isolation system.
- D. Other equipment shall be installed on anti-vibration bases, pads, or hangers, unless specifically noted otherwise on Drawings. Package units, furnished with built in anti-vibration bases, do not require unit bases unless otherwise specified.

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1. Unless specified otherwise, anti-vibration bases shall be Mason Industries, M.W. Sausse & Co., the VMC Group, or equal, of the Model Number specified or indicated on the drawings. Furnished base including sub-base, shall be manufactured by same company with fan and integral motor base. Seismic restraints may be incorporated into bases or furnished separately.
2. Inertia anti-vibration bases shall conform to requirements indicated.
3. Unless noted otherwise, furnished anti-vibration bases, including supporting units for inertia bases, shall be of the spring type.
4. Selection of bases or supporting units shall be in accordance with manufacturer's recommendations based on following installed minimum effective isolation efficiencies (where not provided with each piece of equipment):

a. Centrifugal fans, packaged fan and coil units and cooling towers, less than 800 RPM	80 percent
b. Centrifugal fans over 800 RPM	90 percent
c. Centrifugal pumps	95 percent
d. Reciprocating compressors	95 percent
- E. Flexible duct connections shall be provided at inlet and outlets of each fan or HVAC unit, except curb-mounted roof exhaust fans whether indicated on the drawings or not.
- F. Flexible pipe or conduit connections shall be provided at piping and conduit connections to HVAC units, pumps, compressors and other moving (reciprocating or rotating) mechanical or electrical equipment provided under this Section whether indicated on the drawings or not.
- G. Flexible connections for Freon piping shall be seamless flexible metal hoses of type and length recommended by manufacturer and suitable for system operating pressure.
- H. Flexible connections for all other piping shall be flexible metal hose or spool type with flanged ends, unless otherwise specified. Metal hose shall be covered with protective braiding in areas where physical abrasion may occur, or for personnel safety.
- I. Spool types shall be similar to American Rubber Co., Mercer Rubber Co., PROCO Products, Inc., or equal, and hose types shall be similar to DME, Inc., U.S. Flex, Pennflex, Anaconda Flexpipe, Keflex, or equal with any required modifications to meet specified requirements. Flanges shall be furnished with steel retaining rings. Units installed on discharge side of pumps shall be furnished for a suitable working pressure of not less than 100 psig, and those on suction side for working pressures of 50 psig or 30 inches Hg vacuum.
- J. Units installed in cold water lines (less than 125 degrees F) shall furnish a minimum temperature rating of 180 degrees F and those installed in hot water lines (above 125 degrees F) shall be constructed of special heat resistant materials and be furnished for

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a minimum temperature rating of 220 degrees F, continuous operation. Units shall be able to withstand a maximum lateral deflection of 3/8 inch. Temperature and pressure ratings shall be molded into body of each spool unit so they are easily identified. Spool types shall be for straight in flow only.

- K. Spool type units shall be furnished with control units comprised of a minimum of two tie-rods and anchor plates or internal guide sleeves to prevent excessive elongation or misalignment. Rubber washers shall be provided under bolt heads and rubber grommets in bolt holes to prevent any metal to metal contact between bolts and flanges.
- L. Where hose type units are furnished, restraining anchors or braces shall be provided if excessive or undesirable pipe movement occurs when system is operated.

2.02 GENERAL PROPERTIES OF VIBRATION ISOLATORS.

- A. Shall be provided with markings so that, after adjustment, when carrying their load, deflection under load can be verified; thus determining that load is within proper range of device and that correct degree of vibration isolation is being provided according to the design.
- B. Isolators to operate in direct proportion to their load versus deflection curve. Load versus deflection curves shall be furnished by manufacturer and must be linear over a deflection range of 50 percent above design deflection.
- C. Wave motion through isolator shall be reduced to following extent: Isolation above resonant frequency shall follow theoretical prediction based upon an un-dampened single degree of freedom system with a minimum isolation of 50 decibels above 150 cycles per second.
- D. Vibration isolator spring diameters shall be no less than their deflected height. Furnish spring with a 50 percent overload safety factor.
- E. Unless otherwise indicated, equipment installed on vibration bases shall provide a minimum operating clearance of one inch between structural steel base and floor or support base. Provide flexible connectors in piping and flexible conduit in power wiring to minimize transmission of vibration.
- F. Isolators and springs exposed to weather shall be hot-dipped galvanized or powder coated after fabrication and before installation. Hot-dipped zinc coating shall be not less than two ounces per square foot by weight complying with ASTM A123. In addition, provide limit stops to resist wind velocity.
- G. Where indicated, provide structural steel bases with height saving brackets, and minimum of three points of support. Isolators shall be furnished with a method for leveling.
- H. Design isolators and seismic restraints for positive anchorage against uplift and overturning.

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- I. Provide and install, under this Section of the Specifications, structural steel required to properly support equipment and steel required to support horizontal thrust arrestors.

2.03 ISOLATOR TYPES

- A. Type A: Steel Spring Isolators: Un-housed steel spring isolators, laterally stable and unrestrained. Design springs so that ratio of horizontal to vertical spring (stiffness) constant is between 0.9 and 1.3. Natural frequency of isolator must be 1/3 to 1/4 of driving frequency that is to be controlled. Isolators to provide a minimum additional travel to solid equal to 50 percent of rated deflection. Isolators shall be furnished with built-in leveling bolts complete with sound isolation pads type B. Static deflection as specified.
- B. Type B: Sound Isolation Pad: Provide under each spring isolator a sound isolation pad, utilizing high quality durable neoprene pad material, loaded to 40 psi. Build sound pad up to 2 layers of 1/4 inch thick neoprene material; separate layers with a 16 gage galvanized sheet metal plate. Top layer shall provide a hardness of 40 durometers and the bottom layer shall be 40 durometers. Cold bond sound pads together and to isolator baseplate.
- C. Type C: Neoprene-in-Shear Isolators: Isolator shall be neoprene-in-shear type as recommended by manufacturer. Isolator shall provide a static deflection under rated load at 1/4 inch.

2.04 EQUIPMENT FRAMES

- A. Provide mounting frames and brackets to carry load of equipment without causing mechanical distortion or stress to the equipment.
- B. Type A Frame: Wide flange members, rigidized structural steel frame with brackets. Maximum allowable deflection at any point on load frame relative to unloaded frame shall be 0.005 inch. Members to be constructed of wide flange beams, with a depth of not less than 1/10 of length of span between isolators. Frame shall be M.W. Sausse & Co. type RMSB-W, as basis of design, or Mason Industries, Caldyn, or equal.
- C. Type B Frame: Channel members, rigidized structural steel frame with brackets. Frame to be constructed of channel steel with section depth equal to 1/10th length of longest structural member. Frame shall be M.W. Sausse & Co. type RMSB-C, as basis of design, or Mason Industries, Caldyn, or equal.
- D. Type C Frame: Steel gusset or bracket welded or bolted directly to machine frame in order to accommodate isolator. Frame shall be M.W. Sausse & Co. type RMSG, as basis of design, or Mason Industries, Caldyn, or equal.
- E. Type D Frame: Fabricated of rectangular channel steel forms for floating foundations to be filled with concrete on the Project site. Channel depth to be a minimum of 1/12th of longest dimension, but in no case less than 6 inches. Form shall include 1/2 inch reinforcing bars installed each way in a layer 1 1/2 inches above bottom and drilled steel members with sleeves mounted below holes to receive equipment anchor bolts. Weight

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of concrete and frame shall be two times or more than the weight of the unit it supports. Frame shall be M.W. Sausse & Co. type RMSBI, as basis of design, or Mason Industries, Caldyn, or equal.

2.05 MATERIALS AND CONSTRUCTION

A. Duct Silencers: Provide factory fabricated duct silencers of tubular or rectangular type, for low or medium velocity service, with arrangements, sizes, and capacities as indicated on the Drawings.

1. Construction:

a. Fabricate silencers of galvanized steel with casing seams sealed or welded to be airtight at a pressure differential of 8 inches water gage between inside and outside of unit, and stiffen or brace as necessary to prevent structural failure or deformation at same condition, or audible vibration during normal operation. Outer casings of rectangular silencer modules shall be made of 22 gage galvanized steel in accordance with ASHRAE Guide of recommended construction for high-pressure rectangular ductwork. Seams shall be lock formed and mastic filled. Outer casings of tubular silencers shall be made of galvanized steel in 18 to 22 gage. Internal acoustic elements of rectangular silencers shall incorporate integral die formed entry and exit to minimize pressure drop and self-noise. Interior partitions for rectangular silencers shall be fabricated of not less than 26 gage galvanized perforated steel. Interior construction of tubular silencers shall be compatible with the outside casings.

b. Filler material shall comply with the following:

- 1) Fire Safety Standards: NFPA 90A and NFPA 90B.
- 2) Temperature: ASTM C411.
- 3) Air velocity: ASTM C1071, UL 181.
- 4) Fire Hazard Classification: ASTM E84, UL 723-Class 1, NFPA 255.
- 5) Corrosion Resistance: ASTM C739, C665.
- 6) Fungi Resistance: ASTM G21.
- 7) Water Vapor Sorption: ASTM C1104, less than 1 percent by weight.
- 8) Formaldehyde, Phenolic Resins or other Volatile Organic Compounds: 0 percent.

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- c. Airtight construction shall be provided by furnishing a duct sealing compound installed on the Project site. Silencers shall not fail structurally when subjected to a differential air pressure of 8 inches w.g. inside to outside of casing.
 - 2. Acoustic Performance: Silencer ratings shall be determined in a duct-to-reverberant room test facility, which provides for airflow in both directions through the test silencer in accordance with ASTM Standard E477. The test facility shall be accredited by the National Voluntary Laboratory Accredited Program for the ASTM E477 test standard. Data from a non-accredited laboratory is not permitted. The test set-up and procedure shall eliminate effects due to end reflection, directivity, flanking transmission, standing waves, and test chamber sound absorption. Acoustic ratings shall include dynamic insertion loss (DIL) and self-noise (SN) power levels both for forward flow (air and noise in same direction) and reverse flow (air and noise in opposite directions). Data shall be for test silencers no smaller than the following cross-sections:

Rectangular, inches - 24 by 24, 24 by 30, or 24 by 36
Tubular, inches - 12, 24, 36, and 48

 - a. Noise reduction values (dynamic insertion loss) in decibels reference 10-12 watts, shall not be less than (of the model, size and length) indicated on Drawings.
 - b. Self generated noise in decibels reference 10 to 12 watts, shall not be more than of the model, size and length indicated on Drawings.
 - 3. Aerodynamic performance: Airflow measurements shall be performed in accordance with ASTM specification E477 and applicable portions of ASME, Air Movement and Control Association (AMCA), and Air Diffusion Council (ADC) airflow test codes. Tests shall be reported on the identical units for which acoustic data is presented. Air pressure drops shall not exceed those (of the model, size and length) indicated on Drawings.
 - 4. Certification: With submittals, provide certified test data on dynamic insertion loss, self-noise power levels, and aerodynamic performance for reverse and forward flow test conditions. Test data shall be for a standard product. Rating tests shall be conducted in the same facility, shall utilize the same silencer, and shall be open to inspection if required by the Architect.
 - 5. Rectangular silencers shall be Industrial Acoustics Company of the model number indicated on the drawing, as basis of design, or Vibro-Acoustics, Dynasonics, SEMCO Silentair, TranSonics, Inc., or equal.
- B. Duct Liner: As indicated in Section 23 07 00: HVAC Insulation.
- C. Flexible Ducts: As indicated in Section 23 07 00: HVAC Insulation.

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PART 3 – EXECUTION

3.01 INSTALLATION

- A. Provide isolators, flexible pipe connectors, flexible electrical conduit and flexible duct connectors at all moving mechanical system components to prevent transmission of vibration noise to any part of building whether indicated on the drawings or not.
- B. Install isolators to suit imposed load and the vibration frequency to be absorbed. Isolator units shall furnish adequate strength and flexibility to exhibit proper resiliency under machine load and impact without permitting excessive movement when starting.
- C. Where commercial vibration isolator and seismic restraint units are specified, furnish manufacturer's standard catalog products with printed loading ratings, or provide substantiating calculations.
- D. Install vibration isolators and seismic restraints in accordance with manufacturer's printed installation instructions.
- E. Where equipment is belt driven and motor is not installed on equipment, install motor and driven equipment on unitized support, and install entire support isolators. Unitized support to be provided with adjustable slide rails sized for motor weight and frequency. Support shall be Mason Industries type WF, M.W. Sausse & Co., type RMSF, Caldyn, or equal.
- F. Do not install any equipment, piping, conduit, ductwork, etc., that makes rigid contact with building or its structural members, unless reviewed by the Architect.
 - 1. Coordinate Work with other trades to avoid rigid contact with building.
 - 2. Correct, before installation, any conflict with other Work that would result in solid contact to equipment or piping due to inadequate space.
 - 3. Obtain inspection from the Project Inspector for concealed Work before enclosure.
 - 4. Notify manufacturer before installation of vibration isolation devices so that manufacturer may instruct and demonstrate technique for proper installation.
- G. The furnishing or installation of vibration isolators must not cause any change of position or alignment of equipment, ductwork, or piping, resulting in stresses in piping or ductwork, connections, or misalignment of shafts or bearings. Equipment, piping, and ductwork shall be maintained in a rigid position during installation. Load shall not be transferred to isolator until installation is complete and under full operational load.
- H. Air Compressors, Water Chillers, Pumps, Boilers with Integral Combustion Fans and Miscellaneous Equipment, mounted on roof or raised floors: Install each unit with its motor on a vibration isolated base utilizing type B frames, except where a type D frame is indicated on Drawings. Install steel support frame furnished by equipment

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manufacturer, utilizing equipment anchor bolt templates and isolator height saving brackets. Provide springs as specified for type "A" isolator; static deflection shall be a minimum of 2 inches.

- I. Fans (2000 rpm or higher) Air Compressors and Miscellaneous Equipment, mounted on grade: As specified for grade mounted boilers except furnish type C isolators.

PROVIDE HOUSEKEEPING PAD DETAILS ON DRAWINGS.

- J. Boilers mounted on grade: Install each unit on concrete housekeeping pad with sound isolation pad designed for applicable equipment loading. Unit shall be fastened to housekeeping pad to prevent any movement.
- K. Air Handling, Air Conditioning Units, Floor Mounted Fans, and Cabinet-Installed Fans: Install entire casing including filters, mixing box, fan section, coil sections, etc., on a continuous, integral, structural steel base, as indicated. Furnish type A, B, or C frames, reinforced as necessary to prevent distortion of frame. Furnish isolator type A; static deflection shall be a minimum of 1 ½ inches.
- L. Suspended Fans and Air Conditioning Unit Fan Coils and Unit Ventilators: Suspend each integral unit from overhead structure on steel spring and elastomer hanger isolators. Support deflection under rated load of 3/8 inch. Provide spring static deflection as follows:

Fan RPM	Min. Deflection
200 – 400	3 inches
400 – 700	2 inches
Above 700	1 inches

- M. Pipe Isolation: Where indicated and as required, furnish and support each pipe from an isolator. Isolator for the first five support locations away from vibrating equipment shall have the same deflection as the equipment isolators. After that, isolators shall be a neoprene-in-shear type of size as recommended by manufacturer; except where indicated on Drawings, pipe hanger rod shall be furnished with a steel spring isolator and elastomeric element, with lower rod capable of 30 degrees total misalignment without contact on spring housing.
- N. Seismic Restraints: Floor or pad mounted equipment that do not require vibration isolators, shall be bolted to floor or other support. Floor mounted equipment with vibration isolators shall be provided with lateral and vertical restraining devices on all sides of base to restrict displacement of equipment. On all sides of suspended equipment, provide bracing for rigid supports and provide aircraft cable restraints for resiliently supported equipment.
- O. Ductwork, duct acoustical lining, manual volume dampers and flexible ducts: Do not reduce length of duct runs, duct acoustical lining, manual volume dampers and flexible ducts for economy.

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- P. Installation of flexible ducts at air inlets and outlets: Do not attach flexible ducts directly to air inlets and outlets unless a straight, smooth and uniform air flow can be achieved with sufficient space to make an elbow with a radius of at least three times the diameter of the duct. If sufficient space is not available to make such an elbow, provide a rigid elbow or a lined plenum.
- Q. Placement of Air Devices: Do not relocate air devices without the Architect's approval.

3.02 EXAMINATION

- A. Arrange for the services of a certified representative of isolation manufacturer to visit the Project site for inspecting installation of devices. In the event the isolators do not meet specified requirements perform necessary revisions. Submit a written report to the Architect, signed by above representative, indicating all devices are properly installed and are operating as specified or required by isolation manufacturer.

END OF SECTION

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SECTION 23 05 53 - HVAC IDENTIFICATION

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Marking and identification required on mechanical piping systems, ducts, controls, valves, apparatus, etcetera.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Section 23 05 13: Basic HVAC Materials and Methods.
 - 3. Section 23 09 00: HVAC Instrumentation and Controls.
 - 4. Section 23 30 00: Air Distribution.
 - 5. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.

1.02 SUBMITTALS

- A. Submit in accordance with Division 01 and Section 23 05 00: Common Work Results for HVAC.
- B. Submit product data and installation instructions for each item specified.
- C. Submit Samples of materials.

1.03 QUALITY ASSURANCE

- A. Comply with provisions of:
 - 1. Section 23 05 00: Common Work Results for HVAC.
 - 2. ANSI/ASME A13.1: Scheme for the Identification of Piping Systems.
 - 3. APWA: Uniform Color Code.

Or

 - 4. IAPMO: Uniform Plumbing Code (UPC).

PART 2 – PRODUCTS

2.01 MATERIALS

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- A. General: Piping systems, controls, valves, apparatus, etc., except those that are installed in inaccessible locations in partitions, walls, and floors, shall be permanently identified.

2.02 VALVES

- A. Furnish prepared chart or diagram for each piping system, indicating by identifying letter or model number of each valve in the system, its location, and function.
- B. Install charts in aluminum frame with clear glass front and secure on wall where designated by the Project Inspector.
- C. Bind copies of each chart in operating instructions manual.
- D. Provide each valve with a brass, aluminum, or plastic disc, not less than 1-1/4 inches diameter bearing engraved numbers corresponding to those indicated on chart. Fasten discs to valve with No. 14 brass wire.
- E. Provide an additional tag for safety valves and other valves that could be hazardous to safety and health of occupants. Distinguish these tags from regular valve tags by color (such as yellow with black letters, and marked "Danger"); submit Sample tag to the Architect for review.

2.03 INSTRUMENTS AND CONTROLS

- A. Identify panel-mounted instruments and controls with engraved bakelite nameplates permanently affixed to panel boards.
- B. Identify alarm indicating devices and alarm reset devices by nameplates.
- C. Identify damper motors and automatic valves, flow switches, pressure switches, etc., with embossed aluminum or plastic tape affixed to controller, indicating service and setting.

2.04 EQUIPMENT

- A. Identify each major piece of equipment with engraved bakelite nameplates permanently affixed to the equipment, indicating the room numbers it services, Equipment identification designation shall be the same to its designation indicated on the "As-Built Drawings". Room numbers in the nameplates shall correspond to the final room numbers.

2.05 ABOVE GRADE PIPE IDENTIFICATION

- A. Identify pipes by means of colored labels with directional flow arrows and identification of the pipe content, in conformance to ANSI/ASME A13.1 or the UPC.
- B. Materials: Precoiled acrylic plastic with clear polyester coating, all-temperature, self-adhering, as manufactured by Brady, Brimar Industries, Seton, Stranco, Inc., or equal.

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C. Size:

Outside Diameter of Pipe or Insulation	Length of Field	Color	Size of Letter
¾ to 1 ¼-inch	8-inch		½-inch
1 ½ to 2-inch	8-inch		¾-inch
2 ½ to 6-inch	12-inch		1 ¼-inch"
8 to 10-inch	24-inch		2 ½-inch"
over 10-inch	32-inch		3 ½-inch

D. Colors: As indicated in schedule.

E. Locations:

1. On accessible piping, whether insulated or not (including mechanical rooms, attic and ceiling spaces); except that labels shall be omitted from piping where contained material is obvious due to its connection to fixtures (such as faucets, water closets, etc.).
2. Near each valve and branch connection in such accessible piping.
3. At each pipe passage through wall or floor.
4. At not more than 20 feet spacing on straight pipe run between bands required in 2 and 3 above.
5. At each change in direction.

F. Application: Install on clean surfaces free of dust, grease, oil, or any material that will prevent proper adhesion. Replace non-adhering or curling labels with new labels, as required by the Project Inspector.

G. Schedule:

Content of Pipe	Legend	Background Color	Lettering Color
Refrigeration supply	Refrigeration supply	Yellow	Black
Refrigeration return	Refrigeration return	Yellow	Black
Air conditioning condensation drain	A/C condensate drain	Green	White

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2.06 UNDERGROUND PIPE

A. Detectable Marking Tape:

1. Provide and install detectable marking tape along buried piping. Tape shall be specifically manufactured for marking and locating underground utilities with electronic equipment. Tape shall be acid and alkali resistant, and manufactured with integral wires or foil backing, encased with protective cladding. Tape shall be a minimum of two inches in width.
2. Manufacturer: Reef Industries, Inc., Advantage Brands, Inc., Northtown Company, Mutual Industries, Inc., or equal.
3. Detectable marking tape shall be color-coded per APWA Color Code:
 - a. Yellow: Steam.
 - b. Blue: Water.
 - c. Red: Electric power lines, cables, conduit and lighting cables. By Division 26.
 - d. Orange: Communication, alarm or signal cables. By Divisions 26 and 27.

B. Tracer Wire:

1. Solid copper wire type THWN, 12 AWG gage, with heat and moisture resistant insulation.

2.07 IDENTIFICATION OF AIR CONDITIONING EQUIPMENT

A. Provide identification markers to locate air conditioning equipment above T-bar ceilings. Install 3/4 inch to one inch diameter colored self-adhesive dots to T-bar ceiling grid indicating point of access. The following identification markers shall be recorded on the project record documents:

1. Fire Damper and Combination Fire/Smoke Fire Damper: Red.
2. Manual Volume Dampers, Relief Dampers, Motorized Volume Dampers: Blue.
 - a. Supply air: Full dot.
 - b. Return air: Half dot.
3. Fan coil unit: Green.
4. Filter Location if separate from fan coil: Yellow.

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PART 3 – EXECUTION

3.01 INSTALLATION

- A. Correct detrimental conditions prior to commencing the Work of this Section. Install markers and identification tags as specified with materials and installation procedures recommended by manufacturer.
- B. Place tracer wire on top of non-metal utility lines allowing some slack. Do not wrap tracer wire around pipe. Fasten tracer wire in place at approximately 10 feet on centers with non-metal ties.
- C. Install underground detectable pipe marking tape continuously buried 8 to 10 inches above the buried utility pipe. Wrap tape on pipe risers up to a height of 12 inches above grade.

3.02 CLEANUP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

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SECTION 23 07 00 - HVAC INSULATION

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Condensate drain piping from air conditioning equipment.
2. Refrigerant piping.
3. Supply and return air ducts for heating and cooling systems air ducts.

B. Related Requirements:

1. Division 01: General Requirements.
2. Section 23 05 00: Common Work Results for HVAC.
3. Section 23 05 13: Basic HVAC Materials and Methods.
4. Section 23 05 53: Mechanical Identification.
5. Section 23 30 00: Air Distribution.
6. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.

1.02 REFERENCES

A. American Society for Testing and Materials International (ASTM):

1. ASTM C167 - Standard Test Methods for Thickness and Density of Blanket or Batt Thermal Insulations.
2. ASTM C209 - Standard Test Methods for Cellulosic Fiber Insulating Board.
3. ASTM C302 - Standard Test Method for Density and Dimensions of Preformed Pipe-Covering-Type Thermal Insulation.
4. ASTM C411 - Standard Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation.
5. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
6. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.

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7. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
8. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
9. ASTM D5116 - Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products.
10. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
11. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
12. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
13. ASTM G22 - Standard Practice for Determining Resistance of Plastics to Bacteria.

B. Underwriters Laboratories Inc.:

1. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors.
2. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

C. National Fire Protection Association:

1. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems .
2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.
3. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

1.03 SUBMITTALS

A. Submit in accordance with Division 01 and Section 23 05 00: Common Work Results for HVAC.

1. Complete material list of items to be furnished and installed under this Section.
2. Manufacturer's specifications and other data required demonstrating compliance with the specified requirements.

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3. Shop Drawings, catalog cuts and manufacturer's data indicating insulation, jacketing, adhesives, and coating. Insulating materials shall be certified by manufacturer to comply with the California quality standards for insulating materials.
4. Display sample cutaway sections.
5. Manufacturer's recommended method of installation procedures, which will become part of this Section.

1.04 QUALITY ASSURANCE

- A. Qualifications of Manufacturer and Installer, Materials, Fabrication, Execution, and Standard of Quality: Comply with provisions stated under Section 23 05 00: Common Work Results for HVAC and Section 23 05 13: Basic HVAC Materials and Methods.
- B. Test Ratings:
 1. Comply with provisions stated under Section 23 05 00 and 23 05 13 with emphasis on ASTM E84, NFPA 255, or UL 723. ASTM C167, ASTM C302, UL label or listing of satisfactory test results from the National Institute of Standards and Technology, or a satisfactory certified test report from an acceptable testing laboratory. Approval by the State Fire Marshal is required.
 2. Furnish labels, legibly printed with the name of the manufacturer or listings indicate that fire hazard ratings do not exceed those specified for materials proposed for installation. Flame spread index of not more than 25 and smoke developed rating not exceeding 50.
 3. Tests shall be performed on each item individually when insulation, vapor barrier covering, wrapping materials, or adhesives are installed separately at the Project site.
 4. Test insulation, vapor barrier covering, wrapping materials and adhesives as an assembly when they are factory composite systems.
- C. Regulatory Requirements: Insulation furnished and installed under this Section shall conform to the requirements of the California Building Code Parts 4, Mechanical Code, Part 5, Plumbing Code and Part 6, Energy Code.
- D. All chemically based products such as sealers, primers, fillers, adhesives, etc. shall meet the California air quality regulations.

1.05 PRODUCT HANDLING

- A. Protection, Replacement, Delivery and Storage: Comply with provisions stated under Sections 23 05 00: Common Work Results for HVAC and 23 05 13: Basic HVAC Materials and Methods.

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PART 2 – PRODUCTS

2.01 MATERIALS

A. General:

1. Piping insulating material shall be fire resistant, non-corrosive, shall not break, settle, sag, pack or disintegrate under vibration, nor absorb more than 1 percent moisture by weight.
2. Piping insulating material shall be furnished with thickness indicated in Table 1, unless otherwise noted on the drawings, and shall furnish thermal resistance in the range of R-4.0 to 4.6 in accordance with inch at 75 degrees F. For any other value of R, insulation thickness shall be calculated accordingly and submitted for review.
3. Asbestos in any quantity in insulating material is not permitted.
4. Provide insulation materials, adhesives, coatings, sealants, fitting covers, and other accessories with a fire hazard rating not to exceed 25 for flame spread, 25 for fuel contributed and 50 for smoke developed, except for materials listed as follows:
 - a. Nylon anchors for installing insulation to ducts or equipment.
 - b. Treated wood blocks.
5. Flame-proofing treatments subject to moisture damage are not permitted.

TABLE 1 - MINIMUM PIPING INSULATION THICKNESS (1)

Insulation Thickness Required (in inches)
Space Heating Systems (Steam, Steam Condensate and Hot Water)

Piping Type	System	Temp. Range (degrees F)	Run-outs up to 2 (2)	1 and less	1.25 to 2	2.5 to 4
Refrigerant		Below 40	1.0	1.0	1.5	1.5
Condensate Drain		½-inch Minimum insulation thickness.	0.5	0.5	0.5	0.5
From Conditioning Equipment:	Air	Insulate condensate drain lines within building, in room, inside walls and above ceilings.	0.5	0.5	0.5	0.5

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NOTES:

- (1) For piping exposed to ambient temperatures, increase thickness by 0.5 inch.
 - (2) Run-outs to individual terminal units, not exceeding 12 feet in length.
- B. Lagging Adhesives: Shall be nonflammable and fire-resistant and shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when tested in accordance with ASTM E84. Insulation finished with canvas shall be provided with laps adhered in accordance to manufacturer's recommendation. A finish coat of same material shall be applied to entire outer surface of lagging cloth at coverage specified by manufacturer.
- C. Canvas Jackets: Furnish 6 ounce in accordance with square foot minimum, 48 by 48 thread count canvas jacketing.
- D. Insulation Jackets:
1. Exterior insulation exposed to weather shall be weatherproofed with Childers aluminum jacketing as basis of design, or Pabco, RPR, or equal. Jacketing shall be manufactured from 1100, 3105 or 5010 aluminum alloy with 3/16-inch corrugations. Smooth or embossed jackets may be permitted in special situations to match an existing installation. Jacketing shall be furnished with an integrally bonded moisture barrier over entire surface in contact with insulation. A minimum thickness of 0.016 aluminum jacketing is to be provided on ducts and piping. A minimum thickness of 0.020 shall be provided on tanks, equipment, and heat exchangers.
 2. Insulated elbows, of 90 degrees and 45 degrees, with a nominal iron pipe size of ½-inch to 8-inch shall be provided with Childers aluminum Ell-Jacs insulation covers as basis of design, or Pabco, RPR, or equal, manufactured from 1100 aluminum alloy of 0.024-inch thickness. Insulated elbows with a nominal pipe size of 10 inches to 18 inches shall be provided with Childers 4-piece aluminum Ell-Jacs as basis of design, or Pabco, RPR, or equal.
 3. Tees, Flanges, and Valve Insulation in Conjunction with Aluminum Jacketing: Furnish Childers Aluminum Special Fabrications Insulation Covers as manufactured by Childers Products Company, Pabco, RPR, or equal.
- E. Adhesives: Adhesives shall be water based, UL Classified, meet the requirements of NFPA 90A and NFPA 90B, have been tested according to relevant ASTM requirements, and be acceptable to the State Fire Marshal. Name, type and method of installation shall be submitted for review.
- F. Valve and Fitting Cover: When installed in conjunction with PVC jacketing, furnish Zeston 25/50 rated polyvinyl chloride fitting covers as manufactured by Johns Manville, Knauf Insulation, Speedline, or equal.

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2.02 PIPING SYSTEM INSULATION

A. General: Insulate chilled water supply and return piping and refrigerant piping.

B. Materials:

1. Classes of Insulation:

- a. Class A: Expanded polystyrene pipe insulation, self-extinguishing type, either molded or extruded; Dow Chemical Co. STYROFOAM, ITW Insulation Systems XPS PIB, Foam-Control EPS, or equal.
- b. Class B: Glass fiber molded pipe insulation ASTM C547. Pipe insulation shall be one piece, preformed, and provide a minimum R factor of 4 at 75 degrees F mean temperature. Insulation shall be faced with all-purpose fire-retardant vapor barrier jacket. Pipe insulation shall be Johns Manville Micro-Lok, CertainTeed Snap-On, Owens Corning FIBERGLAS SSL II-ASJ, or equal.
- c. Class C: Expanded (foamed) urethane (polyurethane) or polyisocyanurate pipe insulation of self-extinguishing type molded or fabricated, Dyplast Products, LLC ISO-C1/2.0, ITW Trymer, Specialty Products & Insulation Co. Polyisocyanurate Pipe Insulation, Armacell Armalok, or equal.
- d. Class D: Foamed plastic pipe insulation, self-extinguishing type, ASTM C534 Type 1 - tubular. Pipe insulation shall be one-piece preformed, flexible tubing type and provide a maximum K factor of 0.28 at 75 degrees F mean temperature. Pipe insulation shall be Armacell Armaflex, Aeroflex Aerocel, Rubatex INSUL-TUBE 180, or equal.

2. Locations and Class of Insulation Required: For thickness required, refer to Table 1 of this Section.

TABLE 3 – SERVICE, LOCATION AND CLASS OF INSULATION REQUIRED

<u>SERVICE</u>	<u>LOCATION</u>	<u>CLASS OF INSULATION</u>
Condensate drains from air conditioning equipment	Indoors at all locations including above ceilings and between stud walls	D
Refrigerant suction Liquid line as required	All locations except underground	D
All other piping, except underground	All locations except underground	A, B, C

3. Adhesives:

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- a. Polystyrene adhesives: Synthetic rubber and resin adhesives specifically designed to adhere extruded and expanded rigid polystyrene and urethane insulation to themselves and to other porous and non-porous substrates.
- b. Vapor barrier laps and penetrations: Furnish protective coating and lagging adhesive on butt joints of foil-faced vapor barriers, and where pins and staples puncture facings.

2.03 DUCTWORK AND PLENUM INSULATION

- A. General: Insulate ductwork and plenums with not less than the amount of insulation tabulated in Table 4, unless noted otherwise on the drawings. Insulation may be omitted under the following conditions:

1. Exposed return air ductwork in conditioned space.
2. Return air ductwork between wall studs inside an interior wall.

TABLE 4 - INSULATION OF DUCTS AND PLENUM

<u>Duct Location</u>	<u>Insulation Type</u>
Exposed interior round and oval supply air ductwork located at Gyms and MPR Stages	DW-1
Exposed interior rectangular supply air ductwork located at Gyms and MPR Stages	L-1
Exterior locations of Health Units and Clinics	DW-2
Exterior locations other than Health Units and Clinics	L-2
In walls, within floor/ ceiling spaces	F-1 or L-1 See note 3
Hot and cold plenums	F-2, DW-1 or L-2 See note 3
Attics, Garages, and Crawl Spaces, within unconditioned space or in basement	F-3 or L-2 See note 3

- B. Insulation Types:

1. DW-1: 1-inch thick insulation sandwiched inside double-wall type ducts and fittings.
2. DW-2: 2-inch thick insulation sandwiched inside double-wall type ducts and fittings. Duct joints shall be waterproofed.
3. F-1: 1½-inch blanket fiberglass, factory-laminated with all-service jacket vapor barrier.

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4. F-2: 2-inch blanket fiberglass, factory-laminated with all-service jacket vapor barrier.
5. F-3: 3-inch blanket fiberglass, factory-laminated with all-service jacket vapor barrier.
6. L-1: 1½-inch Internal duct lining.
7. L-2: 2-inch Internal duct lining.

C. Notes:

1. Minimum insulation provided shall be as required by the current California Mechanical Code Title 24 for the most restrictive condition.
2. Refer to the materials indicated in this section for external insulation & Internal Lining.
3. External insulation shall be replaced with internal duct lining (of equivalent thermal resistance value unless noted otherwise) where indicated on the drawings or specified elsewhere for sound attenuation.
4. Provide internal duct lining (1 ½-inch unless noted otherwise) where indicated on the drawings or specified elsewhere for sound attenuation.
5. All exterior insulated ductworks shall be water proofed at joints, seams and duct penetrations.

D. Materials:

1. Fire-Resistive Insulation Materials and Coatings: Submit State Fire Marshal pre-approved materials only.
2. Adhesives: See Paragraph 2.01.E for applicable products.
3. External Insulation: Provide glass fiber blankets that are factory-laminated with Foil Reinforced Kraft (FRK) vapor barrier facing; Johns Manville Microlite, Owens-Corning SOFTR Duct Wrap, Knauf Insulation Friendly Feel Duct Wrap, or equal. Provide a minimum installed R value as required by the CEC Building Energy Efficiency Standards; but not less than scheduled on Table 5:

TABLE 5
INSULATION OF DUCTS AND PLENUM INSTALLED
THERMAL RESISTANCE "R" VALUES

Type	Labeled Thickness (in inches)	Installed R Value (hr.ft ² .°F/Btu)
F-1	1 ½	4.2

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F-2	2	5.6
F-3	3	8.3
DW-1	1	4.2
DW-2	2	5.6
L1	1 ½	6.0
L2	2	8.0

4. Internal Lining: Internal Lining shall be of the type that inhibits the growth of mold, mildew and fungi and shall not contain harmful VOC's or contain glass fiber. Approved Material:

a. Polyester Duct Liner:

- 1) Polyester duct liner shall be an engineered nonwoven, thermally bonded Polyester with a smooth and durable FSK facing.
- 2) Polyester duct liner must be able to withstand a constant internal temperature up to 250°F must be compliant with Greenguard Environmental Institute and contain zero VOCs per ASTM D5116. Liner must comply with all applicable standards including ASTM E84, ASTM C411, ASTM C518, ASTM G21, NFPA 90A and 90B, and UL 181.
- 3) Approved Manufacturer: Ductmate Industries "PolyArmor" duct liner or approved equal.

b. Elastomeric duct liner:

- 1) Closed-cell, sponge- or expanded-rubber materials. Elastomeric liner must be able to withstand a constant internal temperature up to 300°F and must comply with all applicable standards including ASTM E84, ASTM E96, ASTM C209, ASTM C534 - Type II sheet materials, ASTM C411, ASTM C518, ASTM G21, ASTM G22, NFPA 90A and 90B, and UL 181.
- 2) Approved Manufacturer: Armacell LLC "AP Armaflex FS" duct liner or approved equal.

- c. Duct liner must be attached per manufacturer's requirements using a non-flammable, low VOC water-based adhesive. When applicable, apply a non-flammable, low VOC water-based lagging adhesive to the exposed leading edge of the insulation. Install fasteners per SMACNA HVAC Duct Liner installation instructions.

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- d. Duct liner must be installed per SMACNA Manual, "HVAC Duct Construction Standards, Metal and Flexible," Third Edition unless otherwise specified.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Except as specified herein, install material in accordance with recommendations of manufacturer. Do not install insulation materials until tests specified in other sections are completed. Remove foreign material such as rust, scale, or dirt. Surfaces shall be clean and dry. Maintain insulation clean and dry at all times.
- B. On cold surfaces where a vapor barrier must be provided and maintained, insulation shall be installed with a continuous, unbroken moisture and vapor seal. Hangers, supports, anchors, or other projections that are fastened to cold surfaces shall be insulated and vapor sealed to prevent condensation.
- C. Surface finishes shall be extended in such a manner as to protect raw edges, ends, and surfaces of insulation.
- D. Pipe or duct insulation shall be continuous through walls, ceiling or floor openings, or sleeves; except where fire-stop or fire-safing materials are required.
- E. Metal shields shall be installed between hangers or supports and the piping insulation. Rigid insulation inserts shall be installed between the pipe and the insulation shields. Inserts shall be of equal thickness to adjacent insulation and shall be vapor sealed accordingly.
- F. Insulation shall not be installed in the following locations unless otherwise noted:
 - 1. On vacuum return lines less than 50 feet long.
 - 2. On unions, flanged connections or valve handles.
 - 3. Over edges of any manhole, clean-out hole, clean-out plug, access door or opening to a fire damper, so as to restrict opening or identification of access.
 - 4. Over any label or stamp indicating make, approval, rating, inspection, or similar data, unless provision is made for identification and access to label or stamp.

3.02 INSTALLATION OF PIPING SYSTEM INSULATION

- A. General: Chilled water supply and return piping, refrigerant piping and condensate drain lines, after having been tested, shall be cleaned and insulated.
- B. Application: Insulation on chilled water lines, refrigerant suction lines and liquid lines, if indicated, and air conditioner interior drain lines shall be jacketed with fire-

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resistant vapor barrier of laminated aluminum foil consisting of 2 plies with glass-yarn reinforcing. Jacket joints shall be lapped and sealed with an approved adhesive. Insulation shall be secured with aluminum bands not less than 0.005-inch thick by $\frac{3}{4}$ -inches wide, spaced not over 12-inch on centers, or as recommended by manufacturer.

1. Longitudinal Seams: Butt hinged sections of covering tightly together and seal down jacket flap with adhesive, or with factory-applied, self-sealing lap with pressure-sensitive sealer protected with release paper.
2. End Joints: Wrap joint with a 3-inch wide (minimum) self-sealing tape.
3. Fittings and Valves: Fittings and valves shall be covered with same material of same thickness as pipe insulation, sealed with an approved, vapor-sealing tape or compound and covered with Johns Manville Zeston polyvinyl-chloride cover, Knauf Insulation Proto PVC Fitting Cover, Speedline Polyco Smoke Safe, or equal.
4. Pipe hangers shall be insulated or attached to pipe by an insulating insert, butted between adjoining insulation sections.

C. Additional Jackets:

1. Exposed Indoor Insulation: Cover with 26 gage galvanized sheet metal jacket to 8 feet above floors, except in mechanical equipment rooms and accessible pipe tunnels.
2. Exposed Outdoor Insulation: In addition to canvas or fiberglass cloth cover, provide 0.016-inch thick aluminum jacket with 1-inch wide aluminum bands and seals. Install appropriate jackets on valves and fittings.

3.03 INSTALLATION OF DUCTWORK AND PLENUM INSULATION

A. External Covering:

1. Before installing duct insulation, sheet metal ducts shall be clean, dry, and tightly sealed at joints and seams, inspected pressure tested, and accepted by OAR/ Inspector.
2. Duct exterior insulation shall be firmly wrapped around ductwork with joints lapped a minimum of 2-inch. Insulation shall be securely fastened with 18 gage copper-lined steel wire, or 16 gage soft-annealed galvanized wire spaced approximately 12-inch on centers and at loose ends, presenting a neat and workmanlike appearance. Where duct width is such that wiring will not fasten insulation firmly against duct an adhesive shall be furnished to fasten insulation to duct with wiring being installed at ends of insulation segment.

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3. Insulation on ductwork transporting conditioned air, both supply and return, and outside air intake ducts when pre-conditioned, shall be furnished with a factory-applied, fire-resistant vapor barrier.
4. Exposed Ducts or Plenum:
 - a. Install insulation to ducts or plenum furnished with butt joints, without voids and with adhesive over entire surface of duct. Cover insulation with canvas jacket, fastened tightly to insulation with lagging adhesive. Install 2 finish coats of undiluted adhesive.
 - b. When installing jacket, finished covering shall be even and level, without humps, with constant diameters on round ducts maintained.

B. Interior insulation - lining:

1. Dimensions of ducts indicated are net inside dimensions and must include thickness of duct liners to obtain the required duct size.
2. Install insulation in square turns, where required, to cover interior surfaces before duct turns are installed.
3. Install lining material during fabrication of duct with sealed face only exposed to air stream.
4. Interior insulation in ducts or plenums shall not have exposed edges. Edges open to entering or leaving air streams shall be covered, secured in place and sealed with approved duct liner edge sealers.
5. Insulation shall be fastened to sheet metal with an approved fire-retardant adhesive, with minimum 90 percent coverage and edges firmly adhered.
6. Mechanical fasteners shall supplement the adhesive on top sections of ducts more than 12-inch wide and on sides of ducts more than 24-inch high and shall be spaced on 16-inch centers maximum. Fastener posts shall be cut off approximately 1/4-inch from metal disc.

3.04 CLEANUP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

3.05 PROTECTION

- A. Protect the Work of this Section until Substantial Completion.

END OF SECTION

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SECTION 23 08 00 - HVAC SYSTEMS COMMISSIONING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. General requirements for Commissioning (Cx) of HVAC systems and equipment including installation, start-up, testing, documentation, and training according to the Construction Documents.
2. Standard procedures for the execution of commissioning work shall be in conformance with Division 01, Section 01 91 13: General Commissioning Requirements. Coordinate work with the Commissioning Services Provider (CxSP).

B. Related Requirements:

1. Division 01: General Requirements.
2. Section 01 45 23: Testing and Inspection.
3. Section 01 45 25: Testing, Adjusting, and Balancing for HVAC.
4. Section 01 79 00: Maintenance and Operations Staff Demonstration and Training.
5. Section 01 91 13: General Commissioning Requirements.
6. Section 23 05 00: Common Work Results for HVAC.
7. Section 23 30 00: Air Distribution.
8. Section 23 38 13: Kitchen Ventilation System.
9. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.
10. Section 26 05 00: Common Work Results for Electrical.
11. Section 26 05 13: Basic Electrical Materials and Methods.
12. Section 26 05 19: Low Voltage Wires (600 Volt AC).
13. Section 26 05 26: Grounding and Bonding.
14. Section 28 31 49: Carbon Monoxide Detection and Alarm Systems.
15. Section 26 05 86: Motors and Drives.
16. Section 26 08 00: Electrical Systems Commissioning.
17. Section 26 29 13: Adjustable Frequency Drives.
18. Project Commissioning Plan (CxP).

1.02 REFERENCES

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- A. Applicable codes, standards, and references: inspections and tests shall be in accordance with the following applicable codes and standards:
1. InterNational Electrical Testing Association – NETA.
 2. National Electrical Manufacturers Association – NEMA.
 3. American Society for Testing and Materials – ASTM.
 4. Institute of Electrical and Electronics Engineers – IEEE.
 5. American National Standards Institute – ANSI.
 6. National Electrical Safety Code – NESC.
 7. California Building Code – CBC.
 8. California Electrical Code – CEC.
 9. California Mechanical Code – CMC.
 10. Insulated Cables Engineers Association – ICEA.
 11. Occupational Safety and Health Administration – OSHA.
 12. National Institute of Standards and Technology – NIST.
 13. National Fire Protection Association – NFPA.
 14. American Society of Heating and Air-Conditioning Engineers – ASHRAE
(The HVAC Commissioning Process, ASHRAE Guideline).
 15. Associated Air Balance Council – AABC (National Standards for Total System Balance).

1.03 SUBMITTALS

- A. Submittals package shall include the following:
1. Commissioning required submittals in accordance with Division 01 Specification Sections.
 2. Copy of the Architect's reviewed and accepted submittals to the CxSP via the OAR.
 3. List of team members who will represent the Contractor in the Pre-functional Equipment Checks (PEC) and Functional Performance Tests (FPT), at least six weeks prior to the start of Pre-functional Equipment Checks.
 4. Detailed manufacturer installation and start-up, operating, troubleshooting and maintenance procedures, a copy of full details of Owner-contracted tests, full factory testing reports, if any, and Warranty information, including responsibilities of Owner to keep Warranty in force clearly defined.
 5. Installation and checklist documentation shipped with equipment and field checklist forms to be used by factory or field technicians.

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6. Detailed manufacturer's recommended procedures and schedules for PECs, supplemented by Contractor's specific procedures, and FPTs, at least four weeks prior to the start of PEC.

1.04 MEETINGS, SEQUENCING AND SCHEDULING

- A. Meetings: Attend the Cx meetings as required under Section 01 91 13 and Cx Plan.
- B. Sequencing and Scheduling: The work described in this Section shall begin only after work required in related Divisions 23 and 26 Sections has been successfully completed and tests, inspection reports, and Operation and Maintenance manuals required have been submitted and accepted. The start-up and PEC shall be completed and submitted to the Owner at least two weeks prior to beginning FPT.
 1. Coordinate HVAC work with the work of other trades prior to scheduling of any Cx procedures.
 2. Coordinate the completion of HVAC testing, inspection, and calibration prior to start of Cx activities.

1.05 QUALITY CONTROL

- A. Comply with Division 01 quality control specifications.
- B. Incorporate manufacturer's recommended Cx procedures for the systems and equipment to be commissioned under this Section.
- C. Comply with Section 01 45 25: Testing, Adjusting, and Balancing for HVAC.

1.06 EQUIPMENT AND SYSTEMS TO BE COMMISSIONED

- A. Split Systems.
- B. Make Up Air Units, with gas fired heat and evaporative cooling.
- C. Fan Coil Units.
- D. Variable Volume and Temperature System.
- E. Exhaust Fans.
- F. Ventilators.
- G. Water Heaters, Gas and Electric.
- H. Air Conditioning Units.

PART 2 – PRODUCTS

2.01 TEST EQUIPMENT

- A. Equipment to be utilized in the commissioning process shall meet the following requirements:

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1. Provide test equipment as necessary for the testing of the equipment and systems to be commissioned.
2. Provide testing equipment and accessories that are free of defects and certified for use.
3. Provide testing equipment with current calibration labels as per NIST Standards.
4. Equipment shall be calibrated on the manufacturer's recommended intervals with calibration tags affixed to the instrument. In the absence of calibration tags, calibration documentation shall be submitted to the CxSP at least thirty days prior to use; this documentation shall include description and serial number of instrument and calibration data and date.
5. Testing equipment shall be maintained in good operating condition for the duration of the project.

PART 3 – EXECUTION

3.01 COMMISSIONING PROCESS REQUIREMENTS

- A. Work to be performed prior to commissioning:
 1. Complete phases of the work so the system(s) can be started, tested, adjusted, balanced, and otherwise commissioned.
 2. If modifications or corrections to the installed system(s) are required to bring the system(s) to acceptance levels due to Contractor's incorrect installation or defective materials, such modifications shall be made at no additional cost to the Owner.
 3. Normal start-up services required to bring each system into full operational state:
 - a. Testing, motor rotation check, control sequences of operation, full and part load performance.
 - b. Commissioning shall not start until each system is complete and start-up has been performed.
- B. Pre-Commissioning responsibilities:
 1. Inspection, calibration and testing of the equipment required to commission the following systems:
 - a. HVAC System(s).
- C. Commissioning Process Requirements:
 1. Refer to Section 01 91 13: General Commissioning Requirements and related Sections for information on meetings, start-up plans, Pre-Functional and FPT, operations and maintenance data, training requirements, and other Cx activities.

3.02 PREPARATION

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- A. Provide certified HVAC technicians as required, with tools and equipment necessary to perform Cx activities specified.
- B. Provide certified testing agency personnel and equipment factory representatives as require in the Cx plan and other related Sections.
- C. Verify that work required in this Section and in Section 01 91 13 is complete prior to starting of FPT.
- D. Verify that complete operational manuals have been reviewed and accepted by the CxSP as specified before starting FPT.

3.03 TESTING

- A. Testing procedures shall include the following minimum information:
 - 1. Test number.
 - 2. Equipment used for the test, with manufacturer and model number and date of last calibration.
 - 3. Date and time of the test.
 - 4. Indication of whether the record is for a first test or retest following correction of a problem or issue.
 - 5. Identification of the system, subsystem, assembly, or equipment.
 - 6. Conditions under which the test was conducted, including (as applicable); ambient conditions, set points, override conditions, status, and operating conditions that impact the results of the test.
 - 7. Systems and assemblies test results and performance and compliance with contract requirements.
 - 8. Issue number, if any, generated as the result of the test.
 - 9. Name(s) and signature(s) of witnesses and the person(s) performing the test.
- B. Contractor shall participate and perform Cx related testing requirements as specified.
- C. General Requirements for Mechanical, Controls, and Testing and Balance:
 - 1. Construction and Acceptance Phases:
 - a. Provide assistance to CxSP in preparing FPT procedures specified. Sample test forms are included in the project Cx Plan.
 - b. Develop full startup and initial checkout plan using manufacturer's start-up procedures and Cx checklists for commissioned equipment. Submit to CxSP for review and approval prior to startup.
 - c. During startup and initial checkout process, execute mechanical-related portions of PEC for the equipment and systems to be commissioned.

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- d. Perform and clearly document completed startup and system operational checkout procedure. Providing four copies of the results to the Owner.
- e. Resolve any open punch list items before FPT. Air testing and balance shall be completed with discrepancies and problems remedied before FPT of respective air -related systems.
- f. Provide skilled technicians to execute starting of equipment and to execute PFT. Ensure that technicians are available and present during agreed upon schedules and for sufficient duration to complete necessary tests, adjustments, and solutions to identified problems.
- g. Maintain a log of events and issues of tests and related Cx activities. Submit handwritten reports of discrepancies, deficient or uncompleted work by others, contract interpretation requests, and lists of completed tests as specified.
- h. Correct open issues and re-test as needed to prove compliance with system operational standards.
- i. Prepare Operation and Maintenance Manuals and provide training for the Owner maintenance personnel and end-users per Section 01 79 00.
- j. Coordinate with equipment manufacturers to determine specific requirements to maintain validity of Warranty and notify the Owner.
- k. Execute simulated seasonal FPT, witnessed by the Owner and the CxSP, as specified. Document results and perform corrections as needed for system acceptance and make necessary adjustments to Maintenance and Operations Manuals and Record Drawings.

3.04 SENSOR CALIBRATION

- A. Field-installed temperature, relative humidity, CO₂, pressure sensors, pressure gages, and actuators (dampers and valves) shall be calibrated using the methods described below. Calibration procedures shall be documented during execution of the Start-up and the PEC. Alternate methods may be used, if approved by the CxSP.
- B. Test instruments shall have had a NIST certified calibration within the last 12 months. Sensors installed in the unit at the factory with provided calibration certification need not be field calibrated.
- C. Sensors:
 - 1. Verify that sensor locations are appropriate and away from causes of erratic operation.
 - 2. Verify that sensors with shielded cable are grounded only at one end.

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3. For sensor pairs that determine a temperature difference, make sure they are reading within 0.2 degrees F of each other.
4. For sensor pairs that determine a pressure difference, make sure they are reading within 2 percent of each other.
5. Calibration: Put the equipment in operation. Make a reading with a calibrated test instrument within six inches of the site sensor. Verify that the sensor reading (via the permanent thermostat or gage) is within the tolerance listed in the table below of the instrument-measured value. If not, calibrate or replace sensor.
6. Tolerances:

<u>Sensor</u>	<u>Required Tolerance (+/-)</u>
AHU wet bulb or dew point	2.0 degrees F
Outside air, space air, duct air temps	0.4 degrees F
Watt-hour, voltage, and amperage	1 percent of design
Pressures, air, water and gas	3 percent of sensor range (inc. design value)
Flow rates, air	10 percent of sensor range (inc. design value)
Flow rates, natural gas	5 percent of sensor range (inc. design value)
Relative humidity	4 percent
CO ₂ monitor	100 ppm
Sound level	5 db - Type 1 meter (Per Calibrator Mfg.)
Domestic Hot Water Temperature	1.5 degrees F
Domestic Hot Water Pressures Water and Gas	3 percent of sensor range (inc. design value)

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Flow Rates, Domestic Water	4 percent of sensor range (inc. design value)
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Flow Rates	5 percent of sensor range (inc. design value)
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3.05 ADJUSTING

- A. Perform work required to rectify installations not meeting contract requirements at no additional cost to the Owner.
- B. Corrective work shall be completed in a timely manner to permit completion of the Cx process.
- C. If systems' Cx deadline, as defined in the Project Schedule, goes beyond the scheduled completion without resolution of the problem(s), the Owner reserves the right to obtain supplementary services or equipment to resolve the problem.

3.06 TRAINING

- A. Provide training plan for systems to be commissioned as required in applicable Division 23 specification sections and Section 01 79 00.

END OF SECTION

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SECTION 23 08 13 - ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT
SYSTEMS COMMISSIONING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. General requirements for the Commissioning (Cx) of the Environmental Controls and Energy Management System (ECEMS), and interfacing with other systems such as, lighting controls and HVAC systems interconnection, including installation, start-up, testing and documentation according to Construction Documents and Commissioning Plan (CxP).
2. Standard procedures for the execution of commissioning work shall be in conformance with Division 01, Section 01 91 13: General Commissioning Requirements. Coordinate work with the Commissioning Services Provider (CxSP).

B. Related Requirements:

1. Division 01: General Requirements.
2. Section 01 45 23: Testing and Inspection.
3. Section 01 77 00: Contract Closeout.
4. Section 01 79 00: Maintenance and Operations Staff Demonstration and Training.
5. Section 01 91 13: General Commissioning Requirements.
6. Section 23 05 00: Common Work Results for HVAC.
7. Section 23 05 13: Basic HVAC Materials and Methods.
8. Section 23 08 00: HVAC Systems Commissioning.
9. Section 23 09 00: Instrumentation and Controls.
10. Section 23 09 23: Environmental Controls and Energy Management Systems.
11. Section 23 30 00: Air Distribution.
12. Section 23 38 18: Kitchen Ventilation System.
13. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.
14. Section 26 05 00: Common Work Results for Electrical.
15. Section 26 05 13: Basic Electrical Materials and Methods.
16. Section 26 05 19: Low Voltage Wires (600 Volt AC).
17. Section 26 05 26: Grounding and Bonding.
18. Section 26 05 86: Motors and Drives.

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19. Section 26 08 00: Electrical Systems Commissioning.
20. Section 26 24 19: Motor Control Centers and Motor Control Devices.
21. Section 26 29 13: Adjustable Frequency Drives.
22. Project Commissioning Plan.

1.02 REFERENCES

- A. The latest version of applicable codes, standards, and references: Inspections and tests shall be in accordance with the following applicable codes and standards, except as provided otherwise herein:
 1. National Electrical Manufacturers Association – NEMA.
 2. American Society for Testing and Materials – ASTM.
 3. American National Standards Institute – ANSI.
 4. California Electrical Code – CEC.
 5. Occupational Safety and Health Administration – OSHA.
 6. National Institute of Standards and Technology – NIST.
 7. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE). – Building Management and Energy Management Systems Commissioning, ASHRAE Guideline.
 8. California Building Code – CBC.
 9. California Mechanical Code – CMC.
 10. InterNational Electrical Testing Association (NETA) Acceptance Testing.

1.03 SUBMITTALS

- A. Submittals shall include the following:
 1. Required Cx submittals in accordance with Division 01 Specifications.
 2. Copy of the Architect's reviewed and accepted submittals to the CxSP via the OAR.
 3. List of team members who will represent the CONTRACTOR in the Pre-functional and Functional Performance Testing, at least two weeks prior to the start of Pre-functional Equipment Checks.
 4. Detailed manufacturer installation and start-up, operating, troubleshooting and maintenance procedures, checklist documentation and field checklist forms to be used by factory or field technicians, and a copy of full details of OWNER-contracted tests, full factory testing reports, if any, and Warranty information, including responsibilities of OWNER to keep Warranty in force, clearly defined.
 5. Detailed manufacturer's recommended procedures and schedules for Pre-functional Equipment Checks, supplemented by CONTRACTOR's

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specific procedures, and Functional Performance Tests, at least four weeks prior to the start of Pre-functional Performance Tests.

6. System logic documentation and sequence of operations for review and approval.
7. Provide Level 1 passwords.
8. After facility's commission is complete, submit completed Pre-functional Equipment Checklists and Functional Performance Test checklists organized by system and by subsystem. Bind information in a single package. The results of failed tests shall be included along with a description of the corrective actions taken.

1.04 MEETINGS, SEQUENCING AND SCHEDULING

- A. Meetings: Attend Cx meetings as required under Section 01 91 13, any other related Sections and the CxP.
- B. Sequencing and Scheduling: The work described in this Section shall begin only after work required in related Division 23 and 26 Sections have been successfully completed, and tests, inspection reports and Operation & Maintenance manuals required have been submitted and reviewed. The start-up and Pre-functional Equipment Checklists shall be completed and submitted to the OWNER's Authorized Representative (OAR) prior to the Functional Performance Tests.
 1. Coordinate electrical work with the work of other trades prior to scheduling of any Cx procedures.
 2. Coordinate the completion of electrical testing, inspection, and calibration prior to start of Cx activities.
 3. Cx activities shall be scheduled in accordance with project's Section 01 91 13 and Cx plan.

1.05 QUALITY CONTROL

- A. Comply with OWNER's Quality Control Specifications.
- B. Incorporate manufacturer's recommended Cx procedures for the systems and equipment to be commissioned under this Section.
- C. Typical quality control procedures include but are not limited to the following:
 1. Attend CxSP progress and coordination meetings.
 2. Establish trend logs of system schedules as required in Section 23 09 23.
 3. Demonstrate system operation and compliance with contract documents.
 4. Manipulate systems and equipment to facilitate testing.
 5. Provide instrumentation necessary for verification and performance testing.
- D. Provide ECEMS technician(s) to work at the direction of the CxSP for software optimization assistance for a minimum of 8 hours. Refer to Part 3 for a description of the software optimization.

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- E. Compensation for Retesting: Compensate OWNER for site time necessitated by incompleteness of systems or equipment at time of Functional Performance Testing (FPT). Testing failures, which require on-site time for retesting, will be considered actual damages to the OWNER. Parties under contract with the OWNER who are affected by the retesting shall be included in the contract modification.
- F. Allow sufficient time before final commissioning dates to complete electrical testing, inspection, and calibration to avoid delays in the commissioning process.
- G. During the commissioning activities, provide labor and materials to make corrections when required, without undue delay.

1.06 COORDINATION

- A. Coordinate the completion of electrical testing, inspection, programming and calibration prior to start of commissioning activities.
- B. Coordinate factory field-testing per the requirements of this Section.
- C. Coordinate commissioning efforts with CxSP prior to commencing any activities.

PART 2 – PRODUCTS

2.01 TEST EQUIPMENT

- A. Equipment to be used in the commissioning process shall meet the following requirements.
 - 1. Provide test equipment as necessary for start-up and commissioning of the EMS system.
 - 2. Provide testing equipment and accessories that are free of defects and are certified for use.
 - 3. Provide testing equipment with current calibration labels as per NIST Standards; Equipment shall be calibrated on the manufacturer's recommended intervals with calibration tags affixed to the instrument. In the absence of calibration tags, calibration documentation shall be submitted to the CxSP at least thirty days prior to use; this documentation shall include description and serial number of instrument and calibration date and time.
 - 4. Testing equipment shall be maintained in good operating condition for the duration of the project.
 - 5. Testing equipment shall be UL Listed.
- B. Instrumentation required to verify readings and test the system and equipment performance shall be provided by the CONTRACTOR and made available to CxSP. Generally, no testing equipment will be required beyond that required to perform CONTRACTOR's work under contract documents.

2.02 TESTING AND AIR BALANCING AND COMMISSIONING

- A. Provide a portable operator's terminal or hand-held device to facilitate testing, adjusting, and calibration of controls. This device shall support functions and

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allow querying and editing of parameters required for proper calibration and start up.

- B. Connections shall be provided local to the device being calibrated. For instance, for VAV boxes, connection of the operator's terminal shall be either at the sensor or at the terminal box. Otherwise, a wireless system shall be provided to facilitate this local functionality.

PART 3 – EXECUTION

3.01 COMMISSIONING PROCESS REQUIREMENTS

- A. Work prior to commissioning:
 - 1. Complete phases of the work so the system(s) can be started, tested, adjusted, balanced, and otherwise commissioned.
 - 2. If contractual modifications are required to bring the system(s) to acceptance levels, such modifications shall be made at no additional cost to the OWNER.
 - 3. Normal start-up services required to bring each system into full operational state:
 - a. Testing, motor rotation check, control sequences of operation, full and part load performance.
 - b. Commissioning will not start until each system is complete and start-up has been performed.
- B. Pre-Commissioning responsibilities:
 - 1. Inspection, calibration and testing of the equipment required to commission the following systems:
 - a. Environmental Controls and Energy Management Systems.
 - b. Interface and connections of EMS system with lighting controls, electric utility meter, gas meter, photo voltaic system, or as otherwise indicated in contract documents.
- C. Commissioning Process Requirements:
 - 1. Refer to Section 01 91 13: General Commissioning Requirements and related Sections for information on meetings, start-up plans, Functional Performance Testing (FPT), operations and maintenance data, training requirements, and other Commissioning activities.

3.02 PREPARATION

- A. Provide certified EMS technicians as required, with tools and equipment necessary to perform Cx activities specified.
- B. Provide certified testing agency personnel and equipment factory representatives as required in the Cx plan and other related Sections.

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- C. Verify that work required in this Section and in Section 01 91 13 is complete prior to starting of FPT.
- D. Verify that complete operational manuals have been reviewed and accepted by the CxSP as specified before starting FPT.

3.03 START-UP, TESTING, ADJUSTING, AND CALIBRATION

- A. Work or systems installed shall be fully functioning prior to Demonstration and Acceptance Phase. Start, test, adjust, and calibrate work as described below:
 - 1. Inspect the installation of devices. Review the manufacturer's installation instructions and validate that the device is installed in accordance with them.
 - 2. Verify proper electrical voltages and amperages and verify that circuits are free from faults.
 - 3. Verify integrity/safety of electrical connections.
 - 4. For AHUs that use a throttled outside air damper position when minimum outside air is required, mark the minimum outside air damper position.
 - 5. Coordinate with testing and air balance (TAB) subCONTRACTOR to obtain, Cx and fine-tune control settings that are determined from balancing procedures. Record the following control settings as obtained from TAB CONTRACTOR, and note any TAB deficiencies in the ECEMS Start-up report:
 - a. Optimum duct static pressure setpoints for VAV air handling units.
 - b. Minimum outside air damper settings for air handling units.
 - c. Optimum differential pressure setpoints for variable speed pumping systems.
 - d. Calibration parameters for flow control devices such as VAV boxes and flow measuring stations.
 - 6. Test, calibrate, and set digital and analog sensing and actuating devices. Test equipment shall be 50 percent more accurate than the field device over the same range. Calibrate each instrumentation device by making a comparison between the ECEMS display and the reading at the device. (e.g., if field device is plus or minus 0.5 percent accurate, test equipment shall be plus or minus 0.25 percent accurate over the same range). Record the measured value and displayed value for each device in the ECEMS start-up report.
 - 7. Check and set zero and span adjustments for transducers and transmitters.
 - 8. Dampers and Valves:
 - a. Check for adequate installation including free travel throughout range and adequate seal.

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- b. Where loops are sequenced, check for proper control with overlap.
- 9. Actuators:
 - a. Check to ensure that device seals tightly when the appropriate signal is applied to the operator.
 - b. Check for appropriate fail position, and that the stroke and range is as required.
- 10. Check each digital control point by making a comparison between the control command at the central command unit and the status of the controlled device. Check each digital input point by making a comparison of the state of the sensing device and the ECEMS display. Record the results for each device in the ECEMS start-up report.
- 11. For outputs to reset other manufacturer's devices (for example, VSDs) and for feedback from them, calibrate ranges to establish proper parameters. Coordinate with representative of the respective manufacturer and obtain their approval of the installation.
- 12. Verify proper sequences by using the checklists to record results and submit with ECEMS start-up report. Verify proper sequence and operation of specified functions.
- 13. Verify that safety devices trip at appropriate conditions. Adjust setpoints accordingly.
- 14. Tune control loops to obtain the fastest stable response without hunting, offset or overshoot. Record tuning parameters and response test results for each control loop in the ECEMS start-up report. Except from a startup, maximum allowable variance from setpoint for controlled variables under normal load fluctuations shall be as follows. Within 3 minutes of any upset (for which the system has the capability to respond) in the control loop, tolerances shall be maintained (exceptions noted):
 - a. Duct air temperature: plus or minus 1-degree F.
 - b. Space temperature: plus or minus 2-degrees F.
 - c. Hot water temperature: plus or minus 3-degrees F
 - d. Duct pressure: plus or minus 0.25 inches w.g.
 - e. Water pressure: plus or minus 1 psid.
 - f. Air flow control: plus or minus 5 percent of setpoint velocity.
 - g. Space pressurization: plus or minus 0.05 inches w.g.
- 15. For interface and DDC control panels:

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- a. Ensure devices are properly installed with adequate clearance for maintenance and with clear labels in accordance with the record drawings.
- b. Ensure that terminations are safe, secure and labeled in accordance with the record drawings.
- c. Check power supplies for proper voltage ranges and loading.
- d. Ensure that wiring and tubing are run in a neat and workman-like manner, either bound or enclosed in trough.
- e. Check for adequate signal strength on communication networks.
- f. Check for standalone performance of controllers by disconnecting the controller from the LAN. Verify that the controlling LAN reconfigures as specified in the event of a LAN disconnection.
- g. Ensure that outputs and devices fail to their proper positions/states.
- h. Ensure that buffered or volatile information is held through power outage.
- i. With system and communications operating normally, sample and record update/annunciation times for critical alarms fed from the panel to the Operator Interface.
- j. Check for adequate grounding of DDC panels and devices.

16. Operator Interfaces:

- a. Verify that elements on the graphics are functional and are properly bound to physical devices or virtual points, and that hot links or page jumps are functional and logical.
- b. Output specified ECEMS reports for review and approval.
- c. Verify that the alarm printing and logging is functional and per requirements.
- d. Verify that trends are archiving to disk and provide a sample to the CxSP and OWNER for review.
- e. Verify that e-mail alarm annunciation is functional.
- f. Verify that functionality of remote operator interfaces.
- g. Verify that required third party software applications required with the bid are installed and are functional.
- h. Verify proper interface with fire alarm, lighting control system, photo voltaic system, gas and electrical meters.

- B. Submit start-up test report: Report shall be completed, submitted, and reviewed prior to Substantial Completion.

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3.04 SENSOR CHECKOUT AND CALIBRATION

- A. General Checkout: Verify that sensor locations are appropriate and are away from causes of erratic operation. Verify that sensor with shielded cable are grounded only at one end.
- B. Calibration: Calibrate sensors using one of the following procedures:
 - 1. Sensors Without Transmitters – Standard Application: Make a reading with a calibrated test instrument within 6 inches of the site sensor at various points across the range. Verify that the sensor reading (via the permanent thermostat, gage, or ECEMS) is within the tolerances specified for the sensor. Where sensors are subject to wide variations in the sensed variable, calibrate sensor within the highest and lowest 20 percent for the expected range.
- C. Sensor Tolerance: Sensors shall be within the tolerances specified for the device.

3.05 COIL VALVE LEAK CHECK

- A. Verify proper close off of the valves. Ensure that valve seats properly by simulating the maximum anticipated pressure difference across the circuit. Calibrate air temperature sensor on each side of coil to be within 0.5 degrees F of each other. Via the Operator Interface, command the valve to close. Energize fans. After five minutes observe air temperature difference across coil. If a temperature difference is indicated, and the piping surface temperature entering the coil is within 3 degrees F of the water supply temperature, leakage is probably occurring. If it appears that it is occurring, close the isolation valve to the coil to ensure the conditions change. If they do, this validates that the valve is not closing. Remedy the condition by adjusting the stroke and range, increasing the actuator size/torque, replacing the seat, or replacing the valve as applicable.

3.06 VALVE STROKE SETUP AND CHECK

- A. For valve and actuator positions check, verify the actual position against the ECEMS display.
- B. Set pumps to normal operating mode. Command valve closed, verify that valve is closed, and adjust output zero signal as required. Command valve open, verify position is full open and adjust output signal as required. Command the valve to various few intermediate positions. If actual valve position does not reasonably correspond, replace actuator.

3.07 ECEMS DEMONSTRATION

- A. Demonstrate the operation of the ECEMS hardware, software, and related components and systems to the satisfaction of the CxSP and OWNER. Schedule the demonstration with the OWNER's representative two weeks in advance. Demonstration shall not be scheduled until hardware and software submittals and the start-up test report are reviewed. If the work fails to be

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demonstrated to conform with contract specifications, so as to require scheduling of additional site visits by the CxSP and OWNER's representative for re-demonstration, reimburse OWNER for reasonable local costs of subsequent CxSP site visits as detailed elsewhere in these specifications.

- B. Supply personnel and equipment for the demonstration, including, but not limited to, instruments, ladders, etcetera. Contractor-supplied personnel shall be competent with and knowledgeable of project-specific hardware, software, and the HVAC systems. Training documentation and submittals shall be at the job site.
- C. Demonstration shall typically involve small representative samples of systems and equipment randomly selected by the OWNER and CxSP.
- D. The system shall be demonstrated following the same procedures used in the start-up test by using the Commissioning checklist. Demonstration shall include, but not necessarily be limited to, the following:
 - 1. Demonstrate that required software is installed on ECEMS workstations. Demonstrate that graphic screens, alarms, trends, and reports are installed as submitted. Demonstrate directory structure and file system matches that submitted.
 - 2. Demonstrate that points specified and shown can be interrogated or commanded (as applicable) from workstations, as specified, in less than the maximum response time.
 - 3. Demonstrate correct calibration of input/output devices using the same methods specified for the start-up tests. A maximum of 10 percent of I/O points shall be selected at random by the CxSP or OWNER for demonstration. Upon failure of any device to meet the specified end-to-end accuracy, an additional 10 percent of I/O points shall be selected at random by CxSP for demonstration. This process shall be repeated until 100 percent of randomly selected I/O points have been demonstrated to meet specified end-to-end accuracy.
 - 4. Demonstrate that DDC and other software programs exist at respective field panels. The DDC programming and point database shall be as submitted.
 - 5. Demonstrate that DDC programs accomplish the specified sequences of operation including failure sequences.
 - 6. Demonstrate that the panels automatically recover from power failure, as specified. Demonstrate alarms as specified.
 - 7. Demonstrate that the stand-alone operation of panels meets the requirements of these Specifications. Demonstrate that the panels' response to LAN communication failures meets the requirements of these Specifications.
 - 8. Identify access to equipment selected by CxSP or by the OWNER. Demonstrate that access is sufficient to perform required maintenance.

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- 9. Demonstrate that required trend graphs and trend logs are set up per the requirements. Provide a sample of the data archive. Indicate the file names and locations.
- E. ECEMS demonstration shall be completed and prior to Substantial Completion.
- F. Tests successfully completed during the demonstration will be recorded as passed for the Functional Performance Testing (FPT) and will not have to be retested.

3.08 RESOLUTION OF DEFICIENCIES

- A. Maladjustments, misapplied equipment, or deficient CONTRACTOR's performance may result in additional work being required for Cx acceptance.
 - 1. Perform work required to correct the installations not meeting contract requirements at no additional cost to the OWNER.
- B. Corrective work shall be completed in a timely manner to permit completion of the Cx process.
 - 1. Refer to Article 3.07 above, Section 01 91 13, and Cx plan for retesting requirements necessary to achieve required system performance.
 - 2. If the system's Cx deadline, as defined in the CxP, goes beyond the scheduled completion of Cx without resolution of the problem, the OWNER reserves the right to obtain supplementary services or equipment to resolve the problem.

3.09 ECEMS ACCEPTANCE PERIOD

- A. After approval of the ECEMS demonstration and prior to contract close-out acceptance phase shall commence. Acceptance period shall not be scheduled until HVAC systems are in operation and have been accepted, required cleaning and lubrication has been completed (i.e., filters changed, piping flushed, strainers cleaned, and the like), and Testing and Balancing report has been submitted and reviewed. Acceptance Period and its approval will be performed on a system-by-system basis if mutually agreed upon by the CONTRACTOR and the OWNER.
- B. Operational Test: At the beginning of the Acceptance Phase, the system shall operate properly for two weeks without malfunction, without alarm caused by control action or device failure, and with smooth and stable control of systems and equipment in conformance with these specifications. At the end of the two weeks, forward the trend logs to the CxSP for review and acceptance. CxSP shall determine if the system is ready for Functional Performance Testing (FPT) and document any problems requiring CONTRACTOR attention.
 - 1. If the systems are not ready for Functional Performance Testing (FPT), correct problems and provide notification to the OWNER's representative that problems have been corrected. The acceptance period shall be restarted at the mutually scheduled time for an additional one-week period. This process shall be repeated until CxSP issues notice that the ECEMS is ready for Functional Performance Testing (FPT).
- C. During the acceptance period, maintain a hard copy log of alarms generated by the ECEMS. For each alarm received, diagnose the cause of the alarm, and list

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on the log for each alarm the diagnosed cause of the alarm, and the corrective action taken.

3.10 TREND LOGS

- A. Configure and analyze trends required under Section 23 09 23.

3.11 TREND GRAPHS

- A. Trend graphs as specified in Section 23 09 23 shall generally be used during the acceptance phase to facilitate and document testing. Prepare controller and workstation software to display graphical format trends during the acceptance period. Trend graphs shall demonstrate compliance with contract documents.
- B. Each graph shall be clearly labeled with HVAC subsystem title, date, and times.

3.12 WARRANTY PHASE

- A. Trending: Throughout the Warranty phase, trend logs shall be maintained as required for the acceptance period. Forward archive trend logs to the CxSP and OWNER for review. CxSP or OWNER will review these and notify CONTRACTOR of Warranty work required.

3.13 SOFTWARE OPTIMIZATION ASSISTANCE

- A. Provide the services of an ECEMS technician at the project site to be at the disposal of the CxSP and OWNER. The technician is to make changes, enhancements, and additions to control unit or workstation software that has been identified by the CxSP or OWNER during the Construction and Commissioning of the project and that are beyond the specified contract requirements. The cost for this service to include a total of 40 hour will be included with the bid. Request for assistance shall be for contiguous or non-contiguous 8-hour days, unless otherwise mutually agreed upon by the CONTRACTOR, CxSP, and OAR. The OWNER Authorized Representative (OAR) shall notify CONTRACTOR two days in advance of each day of requested assistance.
- B. The ECEMS technician provided shall be trained in the programming and operation of the controller and workstation software. If the ECEMS technician provided cannot perform every software task requested by the CxSP or OWNER in a timely fashion, provide additional qualified personnel at the project site as requested by the CxSP or OWNER.

END OF SECTION

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SECTION 23 09 23 - ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Environmental controls and energy management systems, including equipment, materials, installation, start-up, testing, documentation and training according to construction documents. The project drawings establish the scope of HVAC controls work in conjunction with the scope of work indicated in Section 23 0900: HVAC Instrumentation and Controls. This Section complements the requirements of Section 23 0900, and construction drawings for controls and system communications.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Section 01 45 23: Testing and Inspection.
 - 3. Section 01 79 00: Maintenance and Operations Staff Demonstration and Training.
 - 4. Section 01 91 13: General Commissioning Requirements.
 - 5. Section 21 13 13: Fire-Suppression Sprinkler Systems.
 - 6. Section 23 05 00: Common Work Results for HVAC.
 - 7. Section 23 05 13: Basic HVAC Materials and Methods.
 - 8. Section 23 08 00: HVAC Systems Commissioning.
 - 9. Section 23 08 13: Environmental Controls and Energy Management Systems Commissioning.
 - 10. Section 23 30 00: Air Distribution.
 - 11. Section 23 38 13: Kitchen Ventilation System.
 - 12. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.

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13. Section 26 05 00: Common Work Results for Electrical.
14. Section 26 05 13: Basic Electrical Materials and Methods.
15. Section 26 05 19: Low-Voltage Wires (600 Volt AC).
16. Section 26 05 26: Grounding and Bonding.
17. Section 26 09 23: Lighting Control Systems.
18. Section 28 31 49: Carbon Monoxide Detection and Alarm Systems.
19. Section 27 01 26: Test and Acceptance Requirements for Structured Cabling
20. Section 27 10 13: Structured Cabling (Existing Site)
21. Section 28 31 49: Carbon Monoxide Detection and Alarm Systems.
22. Project Commissioning Plan (CxP).

1.02 REFERENCES

- A. The latest version of applicable codes, standards, and references. Inspections and tests shall be in accordance with the following applicable codes and standards, except as provided otherwise herein.
1. International Electrical Testing Association – NETA.
 2. National Electrical Manufacturers Association – NEMA.
 3. American Society for Testing and Materials – ASTM.
 4. Institute of Electrical and Electronics Engineers – IEEE.
 5. American National Standards Institute – ANSI.
 6. National Electrical Safety Code – NESC.
 7. California Building Code – CBC.
 8. California Electrical Code – CEC.
 9. California Mechanical Code – CMC.
 10. Insulated Cables Engineers Association – ICEA.
 11. Occupational Safety and Health Administration – OSHA.

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12. National Institute of Standards and Technology – NIST.
13. National Fire Protection Association – NFPA.
14. American Society of Heating, Refrigerating, and Air-Conditioning Engineers – ASHRAE
(The HVAC Commissioning Process, ASHRAE Guideline).
15. International Building Code – IBC.
16. International Mechanical Code – IMC.
17. InterNational Electrical Testing Association (NETA) Acceptance Testing.

1.03 SUBMITTALS

- A. Provide in accordance with Division 01 and Section 23 0500: Common Work Results for HVAC.
- B. Shop Drawings shall include but not limited to:
 1. Cover page with legend, common notes, symbol schedule, and drawing index.
 2. Complete point to point environmental controls and energy management network communication diagram(s) for Direct Digital Controls (DDC) of each system:
 - a. Identify all components.
 - b. Indicate conduit and wire characteristics, sizes and quantities.
 - c. Provide bill of materials.
 3. Floor plans showing control panels and intercommunication wiring.
 - a. Show system(s) interface connections.
 4. Valve Schedules where required.
 5. Operations and Maintenance Manuals.
 6. As-built submittal drawings.
 7. Installation Instructions of each control device.
 8. PC Workstation.

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9. Software flow diagram of each unique system sequence of operation.
10. Software licenses and electronic keys.
11. Supplemental local or factory training schedule for post warranty support.
12. A complete list of recommended spare parts with pricing for the OWNER's use in keeping the environmental control system downtime to a minimum.
13. Composite CD-ROM with AutoCAD drawings in a ".dwg" format.

1.04 QUALITY CONTROL

- A. CONTRACTOR shall have adequate experience installing systems of similar size and complexity with the control product line proposed for this project.
 1. Qualifications of Installer: Minimum five years experience installing products and systems of similar scope and complexity.
 2. Installer shall submit certification from the equipment manufacturer indicating that installer is an authorized representative of the equipment manufacturer and is trained on network applications.
 3. Installer shall maintain a fully equipped service organization capable of furnishing repair service to the equipment and shall maintain a spare set of major parts for the system at all times.
 4. Installer shall furnish a letter from manufacturer of equipment certifying equipment has been installed according to factory standards and that system is operating properly.
 5. CONTRACTOR shall have participated in the commissioning of a minimum of 10 projects of similar magnitude to those needed for this project.
 6. System startup and testing shall be performed under the direct observation of the Project Inspector and OAR.
- B. Materials and equipment installed shall be new.
- C. System installation shall not begin until Shop Drawings are submitted and reviewed by the Architect or Engineer of Record.
- D. Components for Direct Digital Control (DDC) shall comply with ASHRAE standards.
- E. The installer shall provide the system components required by code and for the life safety of the service personnel.

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- F. System shall be able to interface with open protocol BACnet systems.
- G. Provide all ancillary components for the system to perform the required sequence of operations. Install, test and adjust the system accordingly.
- H. System components shall operate per industry standards. The standards shall be as defined by ASHRAE, SMACNA, AABC, NEBB, TABB, and the literature of the manufacturers listed in this Section.
- I. Provide field engineering tools including software and hardware needed for programing and/or modifying system controller and devices.

1.05 WARRANTY

- A. Components, system hardware and software, and parts and labor shall be guaranteed against defects in materials, fabrication, and execution for three years from date of system acceptance. Provide labor and materials to repair, reprogram, or replace defective components at no charge to the OWNER during the warranty period.
- B. Provide a list of applicable warranties for equipment and components, this list shall include warranty information, names, addresses, telephone numbers, and procedures for filing a claim and obtaining warranty services.
- C. CONTRACTOR shall respond to OWNER's request for warranty service within four hours of initial call to schedule a mutually agreeable time for service. Submit records of the nature of the call, the work performed, and the parts replaced or service rendered.

1.06 TRAINING

- A. Provide a competent instructor who is factory trained and has comprehensive knowledge of system components and operations to provide full instructions to designated personnel in the system operation, maintenance, and programming. Training shall be specifically oriented to installed equipment and systems.
 - 1. Provide four hours of onsite OWNER familiarization and training for the installed system. Training shall include system overview, time schedules, override commands, emergency operation, and programming and report generation. OWNER employees attending this training session shall be provided with the following documentation:
 - a. As-built drawings of System layouts and point to point connection diagrams.
 - b. System components cut sheets.

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- c. Operations and maintenance data.
2. Programmer and maintenance training shall include database entry; trend logs application programs, diagnostic routines, reporting, failure recovery and calibration.
- a. Provide 24 hours of training as follows:
 - 1) Training session shall accommodate a minimum of 20 persons and be facilitated at CONTRACTOR's training facility, which should be no more than 50 miles from the Project Site.
 - a) Training shall be delivered in 6 hours per session increments.
 - b) Obtain OWNER's approval for training locations exceeding 50 miles. In such cases, the CONTRACTOR shall be responsible for transportation expenses.
 - c) CONTRACTOR shall provide training computers for all attendees. Computers shall be ready for live training sessions.
 - 2) Training shall cover instruction, theory, and expose the trainees to system's features, components, architecture, operations, programming, report generation, communications, and any other pertinent information required for the operations and maintenance of the system.
 - 3) Each training session shall have an itemized agenda covering all aspects of the training to be covered in the sessions. CONTRACTOR shall obtain agendas approval from OWNER and Commissioning Agent.
 - 3) Instructor(s) shall give the trainees the opportunity to practice on simulated and actual (installed) systems.
 - 4) The training session shall cover, but not be limited to the following instruction modules or sessions:
 - a) System Architecture:
 - (1) System layout and components interrelations and hierarchical structure.
 - (2) Controllers interfacing and functions.

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- (3) Server functionality and data management, error messages, and alarm conditions.
 - (4) Connectivity and communication losses.
 - (5) Replacement procedures for system components.
- b) User Operations:
 - (1) Familiarization and navigation with the EMS operating System.
 - (2) Window panes, menus, navigation buttons, alarm response windows, system passwords and accessibility features and options, monitoring and managing data points (inputs, outputs, numeric values, time and date, strings).
 - (3) Views: Provide sufficient information as to train staff on how and where to access programs, functions, adjust or alter diagnostic points and related data, override messages, reports and actions taken.
- c) Trending: Setting trend(s) intervals, accessing data trends and history logs for diagnosis points or groups, and reporting. Working with trended data graphical displays, including but not limited to hiding points, setting display types and colors, viewing and setting scales.
- d) Graphics: Standard symbols and color codes, graphics customization, how and where to access and manage the system with the graphic displays, including changing points and values, using HOA switches and viewing results, mapping to or with other graphic sources and functions, including groups, navigation, sequence of operations, and displays and reports.
- e) Alarms: Reading and interpreting alarms, acknowledging and silencing alarms, routing and setting priorities, viewing and responding e-mailed and paged alarms.

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PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Environmental controls and energy management systems shall be approved products of Carrier i-Vu.

2.02 SYSTEM ARCHITECTURE

- A. The system shall be capable of providing a peer-to-peer network of distributed stand-alone DDC controllers that meet ANSI/ASHRAE Standard 135 for open protocol communications.
- B. A maximum of 32 controllers shall be connected to any one MS/TP bus. Minimum Speed of 38kb and can support 127 devices per COM port. Provide a minimum of 2 ports.
 - 1. Provide a Building Automation System (BAS) that consists of Network Server/Controllers (NSCs), a family of Standalone Digital Control Units (SDCUs), Administration and Programming Workstations (APWs), and Web-based Operator Workstations (WOWs). The BAS shall provide control, alarm detection, scheduling, reporting and information management for the entire facility, WEB enable capabilities, and Wide Area Network (WAN).
 - 2. The Enterprise Level BAS shall consist of an Enterprise Server, which enables multiple NSCs (including all graphics, alarms, schedules, trends, programming, and configuration) to be accessible from a single Workstation simultaneously for operations and engineering tasks. The Enterprise Level BAS shall be able to host up to 250 servers, or NSCs, beneath it.
 - 3. For Enterprise and robust reporting capability outside of the trend chart and listing ability of the Workstation, a Reports Server shall be provided and installed on a Microsoft Windows based computer. The Reports Server can be installed on the same computer as the Enterprise Server.
 - 4. The system shall be a top-level 100/1000bT Ethernet network that utilizes BACnet/IP with IP field Controllers.
 - a. A sub-network of SDCUs using the BACnet MS/TP protocol shall connect the local, and stand-alone controllers with Ethernet-level Network Server Controllers/IP Routers.
 - 5. The system shall match the existing LonWorks IP, and/or Modbus TCP protocol.

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- a. Integration to existing Modbus RTU/ASCII (and J-bus), Modbus TCP, LonTalk FTT-10A, and Web Services shall be native to the NSCs. There shall not be a need to provide multiple NSCs or additional software to allow all three protocols to be natively supported.
 - b. A sub-network of SDCUs using LonTalk FTT-10A, and/or Modbus RTU protocol shall connect the local, stand-alone controllers with Ethernet-level Network Server Controllers/IP Routers.
- C. Only systems that use HTML 5 structured language are allowed.
- D. The supplied computer software shall employ object-oriented technology (OOT) for representation of data and control devices within the system. For each global, system or unitary controller, provide a PICS document showing the installed device's compliance level. Minimum compliance is Level 3 with the ability to support data read and write functionality.
- E. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed three seconds for network connected controllers or user interfaces.
 - 1. For each system point, alarms can be created based on high/low limits or in comparison to other point values.
 - 2. There is no limit to the number of alarms that can be created or stored in system hardware for any point, up to the system capacity.
 - 3. System shall generate configured alarms from single or multiple system conditions.
 - 4. Alarms will be generated from an evaluation of the alarm condition, and presented to the user in a fully configurable order, by priority, time, and category,
 - a. Alarm views shall be presented to the user upon logging into the system WorkStation and/or Webstation.
 - 5. Program the alarm management system to create and report alarm events history; the alarm events history data base shall provide the option to select alarm cause and action notes associated with an alarm event. The alarm management system shall also generate checklists for operators' use when utilizing a suggested mode of troubleshooting.

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6. Provide alarm event history for a feature use to permit assigning of events for resolution to OWNER staff. The system shall notify the user and assigned resolution personnel.
 7. Alarms shall be capable of being routed to any BACnet workstation that conforms to the B-OWS device profile and uses the BACnet/IP protocol.
- F. The system shall be able to interface with subsystems that utilize ANSI/CEA-709.1: Control Network Protocol Specification.

2.03 EMS SERVER AND USER INTERFACE WORKSTATION

- A. EMS Server: The EMS Server shall include a tower or rack mounted server with an Intel Xeon E5 2600 processor, 8 Gb RAM, RAID 1 configuration with two hot swap 2TB 7200 RPM SATA drive, DVDRW drive, keyboard, mouse, 27 inch LCD color display and the latest version of Microsoft Windows Server operating system software. The workstation shall connect to the network through an internal 1Gbps Ethernet interface card.
1. Software licensing shall be provided for local or remote unlimited simultaneous users of the system, unlimited future point expansion, user graphical display generation and non-vendor controllers. Licenses and electronic keys shall be included with the M&O manuals for project acceptance. Conditional Licenses will not be acceptable.
 2. The system shall be programmed to email selected alarms to designated response personnel.
 - a. The ability to utilize email paging of alarms shall be a standard feature of the operating system's mail application interface (MAPI). No special software and no email client software must be running in order for the system to distribute emails.
 - b. The email notification shall be able to be sent to an individual user or a user group.
 - c. The NSC shall support the use of Web Services based on open standards, such as SOAP and REST. Use incoming third-party data (temperature forecast, energy cost) over the Web to determine site modes, scheduling, and programming.
 3. Web-based operation shall be supported directly by the NSCs and shall not require additional software.

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4. The supplied system shall incorporate the ability to access all data using HTML5 enabled browsers without requiring proprietary operator interface and configuration programs.
5. Programming of SDCUs shall be capable of being done either off-line or on-line from any operator workstation. All information shall be available in graphic or text displays stored at the NSC. Graphic displays shall feature animation effects to enhance the presentation of the data, to alert operators of problems, and to facilitate location of information throughout the DDC system. All operator functions shall be selectable through a mouse.
6. Programming in the NSC shall be either in graphical block format or line-programming format or both.
7. Programming of the NSC shall be available offline from system prior to deployment into the field. All engineering tasks shall be possible, except the viewing of live tasks or values.
8. The programmer's environment shall include access to a superset of the same programming language supported in the SDCUs.
9. Provided NSC devices shall support both script programming language as well as the graphical function block programming language. For both languages, the programmer will be able to configure application software for custom program development, and write global control programs. Both languages will have debugging capabilities in their editors.
10. The system shall be able to save custom programs as libraries for reuse throughout the system. A wizard tool shall be available for loading programs from a library file in the program editor.
11. The system shall be capable providing views of graphical programming in live and real-time from Workstation(s).
12. The system shall be capable of creating 'binding templates' allowing the user to bind multiple points to multiple objects all at once.
13. Automatic detecting zone that may be excessively driving the reset logic and generate an alarm.
14. Readily allow operator removal of zones from reset algorithm.
15. Applications shall be able to be assigned different priorities and cycle times for a prioritized execution of different function.

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16. The provided system shall be able to create objects that allow common objects such as power meters, VFD drives, etc. to be integrated into the system with simple import actions without the need of complicated programming or configuration setups.
17. The BAS workstation software shall allow the creation of a custom, browser-style interface linked to the user when logging into any workstation. Additionally, it shall be possible to create customized workspaces that can be assigned to user groups. This interface shall support the creation of “hot-spots” that the user may link to view/edit any object in the system or run any object editor or configuration tool contained in the software. Furthermore, this interface shall be able to be configured to become a user’s “PC Desktop” – with all the links that a user needs to run other applications. This, along with the Windows user security capabilities, shall enable a system administrator to setup workstation accounts that not only limit the capabilities of the user within the BAS software, but may also limit what a user can do on the PC and/or LAN/WAN. This might be used to ensure, for example, that the user of an alarm monitoring workstation is unable to shut down the active alarm viewer and/or unable to load software onto the PC.
18. The workstation software shall automatically log and timestamp every operation that a user performs at a workstation, from logging on and off a workstation to changing a point value, modifying a program, enabling/disabling an object, viewing a graphic display, running a report, modifying a schedule, etc.
19. Provide a Web Server to automatically convert system displays on the workstation to an Internet page. Internet page shall be readable from standard PC browsers. Acceptable browsers shall be latest version of internet explorer, Chrome, or Firefox. No additional plug-ins, programs, software, hardware, etc. shall be needed to access the Internet page. The server shall be a separate device to provide security protection for the building system from outside hackers.
 - a. Coordinate individual system components IP addresses, switch port assignments, security settings such as but not limited to SNMP alarm delivery, HTTPS/SSL settings, VLAN assignment and authorized IP address ranges with the OWNER’s Information Technology Division. Coordination activities with ITD shall be executed through the OAR.
 - b. Provide IP address label on the interior of each cabinet door or equipment.
 - c. The system shall support the ability to notify school or OWNER designated personnel by SMS or Email messages, utilizing the

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OWNER's mail server when problems or situations that require immediate attention arise.

20. Operator Workstation shall display data associated with the project as called out on drawings or object type list supplied. Graphic files shall be created using digital, full color photographs of system installation, AutoCAD or Visio drawing files of field installation drawings and wiring diagrams from as-built drawings. Operator's workstation shall display data using three-dimensional graphic representations of mechanical equipment. System shall be capable of displaying graphic files, text, trend data and dynamic object data together on each display screen with animation of equipment operation.
 21. Controllers shall be programmed using graphical software tools that allow connection of function blocks for visual sequencing of control logic. Function blocks shall display real time data and be animated to show status of data inputs and outputs when in real time operation. Animation shall also show change of status on logic devices and countdown of timer devices in a graphical format.
 22. Operator Tracking Log shall record operator changes to the system for future review. This shall include, but not be limited to setpoint changes, time schedule overrides, alarm limits, etc.
 23. The system shall be equipped with a battery back-up source capable of providing 30 minutes of operation (computer and monitor) in the absence of normal power, to allow for an orderly shutdown and data back-up.
- B. EMS Workstation: The EMS Workstation shall be an enterprise level tower with an Intel Core™ i7 or better processor, 16GB of RAM, 256 GB solid state drive, DVD drive, keyboard, mouse, 27 inch LCD color display and the latest version of Microsoft Windows professional operating system software. The workstation shall connect to the network through an internal 1Gbps Ethernet interface card.

2.04 GLOBAL CONTROLLER

- A. Building controllers shall incorporate the functions of a 3-way BACnet router. Controller shall route BACnet messages between the high-speed LAN (Ethernet 100MHz), master slave token passing (MS/TP) LANs, a point-to-point (PTP/RS-232) connection and telephone modem.
- B. Provide global control strategies for the system based on information from any point objects in the system. Programming shall be object-oriented using graphical control function blocks. Global strategies shall include, but not limited to unit scheduling, electrical demand limiting, optimized start-stop of equipment, central plan reset control, etc.

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- C. Battery shall retain static RAM memory and real-time clock functions for a minimum of 1.5 years (cumulative). Battery shall provide up to five minutes of powerless operation for orderly shutdown and data backup.
- D. Each building controller shall support a minimum of 250 BACnet Schedule Objects and 250 BACnet Calendar Objects.
- E. Each building controller shall log a minimum 1,000 trend logs. Any point object in the system (real or calculated) may be logged. Sample time interval shall be adjustable at the operator's workstation. Building controller shall periodically upload trended data to networked operator's workstation for long term archiving if desired. Archived data shall be available for use in third-party spreadsheet or database programs.
- F. Alarms may be generated within the system for any object change of value or state either real or calculated. This includes events such as analog object value changes, binary object state changes and various controller communication failures. Each alarm may be automatically dialed out to a telephone pager or emailed to any Internet PC computer.
- G. Provide a 1.5 KVA UPS with battery back-up capability to provide a minimum of 30 minutes of operation (computer and monitor) for orderly shutdown and data backup. Make connections and test the system for proper operation in the presence of the Project Inspector.
- H. The global controller shall be equipped with ADR demand limiting capacity interface.
 - 1. The system shall include 5 DI for interfacing to local utility ADR program. The 5 DI shall be located in a 24 X 24 X 6 NEMA 12 cabinet mounted in the MDF or IDF room. Upon closer of each DI the control system shall raise or lower (depend on system mode) global room temperature set point 1 degree (user adjustable).
 - 2. The system shall also include a demand-limiting program that utilizes data from site utility meter. Features indicated below shall be available via a switchable graphical user interface in all operating stations:
 - a. Shed/Restore equipment in digital format shall include 5 data input points for interface to future ADR web appliance located in an MDF/IDF room. System server shall accept ADR command from utility service via web interface, and shall include at least 5 priority levels of equipment shedding. Load shedding on a given priority level shall include two methods. In one the loads shall be shed and restored in a "first-off/first-on" mode and in the other; the loads shall be shed/restored in a linear fashion.

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- b. Adjust operator selected control setpoints in analog format based on energy usage when compared to shed and restore settings.
- c. Shedding may be implemented independently on each and every zone or piece of equipment connected to the system.
- d. Status of every load shed shall be capable of being displayed on every operator terminal connected to the system. Statuses shall be displayed along with the English description of each load.

2.05 APPLICATION (system and unitary) DDC CONTROLLERS.

- A. Application controllers shall include universal inputs with 10-bit resolution that accept 3K and 10K thermistors, 0 to 10VDC, 0 to 5 VDC, 4 to 20 mA and dry contact signals. Any input on a controller may be either analog or digital with a minimum of three inputs that accept pulses. Controller shall include support and modifiable programming for interface to intelligent room sensor with digital display, and set point adjustment and override button. Controller shall include binary and analog outputs on board. Analog outputs shall be switch selectable as either 0–10VDC or 0–20mA. Software shall include scaling features for analog outputs. Application controller shall include a supply voltage to power external sensors.
- B. Program sequences shall be stored in EEPROM or flash memory. No batteries shall be needed to retain logic program. Controller shall execute program sequences 10 times per second and be capable of multiple PID loops for control of multiple devices. Calculations shall be completed using floating-point math. Programming of application controller shall be completely modifiable in the field over the installed BACnet LANs or remotely via modem interface.
- C. CONTRACTOR shall provide a laminated wiring diagram for each control panel. Locate diagrams on interior side of control panel's doors.

2.06 TEMPERATURE SENSORS

- A. Temperature sensors shall be 10K ohm thermistor factory-calibrated to within 0.5 degrees F, totally interchangeable with housings appropriate for the application.
- B. Wall sensors shall be installed 48 inches above finished floor. Duct sensors to be installed such that the sensing element is in the main air stream. Immersion sensors to be installed in wells filled with thermal compound. Outside air sensors shall be installed away from exhaust or relief vents, not in an outside air intake and in a location that is in the shade most of the day.
- C. Intelligent room sensors shall be equipped with digital display, set point adjustment and override button. Smart room temperature sensor/thermostat shall incorporate PIR motion sensor, temperature display, set point adjustment and override button.

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Acceptable Manufacturers: Schneider Electric SE8600 series, Viconics VT8600 series, Sigler 8600 series or equal.

- D. Room thermostat shall be BACnet capable, Acceptable manufacturers: Schneider Electric SE8600 series, Viconics VT8600 series, Sigler VT8600 series or equal.

2.07 CARBON DIOXIDE (CO₂) SENSORS

- A. Sensors shall be wall mounted at a height of approximately 4 feet. Locate sensors adjacent to room thermostat.
- B. Sensors are not permitted on marker boards, between shelving, in recesses or above heat producing equipment.
- C. Sensors shall be furnished with a display window that provides continuous monitoring and sensor status readings, and with tamperproof cover.
- D. Sensors shall be gold plated for long-calibration stability, be factory calibrated and certified for a minimum of five years.
- E. CO₂ sensors shall be BACnet capable, acceptable manufacturers: Honeywell C7232A, Telaire Ventostat Wall Mount, Johnson Control CD-WRD-00-0, or equal.

2.08 WINDOWS AND DOOR SENSOR

- A. Provide windows and door switches at every operable window and in controlled spaces. Each switch shall be connected to a DI point on the DDC controller. Each switch shall be wired independently. Wiring multiple switches in series shall not be acceptable. Acceptable Manufacturers: Illumra E3-MDCCP or equal.

2.09 HUMIDITY SENSORS

- A. The humidity sensor shall be a solid-state device that is factory calibrated to provide a linear output with an accuracy of 3.0 percent from 0 to 90 percent RH. A metal fabric filter shall protect the humidity-sensing element.
- B. Duct humidity sensors shall utilize a sampling tube enclosure that is accessible for maintenance personnel.
- C. Room and duct sensors shall incorporate a temperature sensor in the same enclosure when required.

2.10 PRESSURE SENSORS

- A. Differential and pressure sensors shall have a tensioned stainless-steel diaphragm to form a variable capacitor that produces a linear output with an accuracy of 1.0

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percent of full scale. The unit shall be able to withstand 10 PSIG over pressurization.

- B. Differential pressure switches shall utilize a diaphragm operated snap-acting switch with a setpoint range of 0.05 to 2.0 inches WC.
- C. Steam pressure sensors shall be mounted on a pigtail siphon with manual shutoff ball valve.

2.11 CARBON DIOXIDE (CO₂) SENSORS

- A. Carbon dioxide concentration levels shall be sensed by non-dispersive infrared technology. A corrosion-free sensing chamber shall be used for accurate, stable CO₂ sensing. An LCD shall display sensed CO₂ concentration.
- B. Sensor shall be gold plated and have a range of 0-2000 PPM at +/- 5 percent accuracy for long-term calibration stability. Both analog and binary relay output circuits shall be available on the sensor. An automatic background calibration algorithm shall reduce required maintenance.
- C. Acceptable Manufacturers: Telaire, Honeywell, Johnson Controls, or equal.

2.12 ELECTRONIC VALVES

- A. Control Valves ½ inch to 2-inch shall be characterized stainless steel ball valves with actuators sized to close off against twice the maximum fluid pressure. Valve body shall be NPT screwed for 2-way or 3-way application. A push button release shall be provided for manual operation.
- B. Control Valves 2 ½-inch and larger shall be butterfly type with actuators sized to close off against twice the maximum fluid pressure. Valve body shall be flanged for 2-way or 3-way application. Contacts shall be provided to mechanically indicate the full open and full closed position of the valve.
- C. Steam Valves shall be globe valves suitable for 35-PSI inlet steam service. Valve bodies shall be NPT screwed or flanged with spring-return normally closed valve actuators.
- D. Valve control shall be accomplish with 2-10 VDC. All valve shall provide feedback signal to EMS/BMS for monitoring on GUI.
- E. Acceptable Manufacturers: Belimo, Honeywell, Johnson Controls, Schneider Electric or equal.

2.13 DAMPER ACTUATORS

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- A. Electric damper actuators (including VAV box actuators) shall be direct shaft mounted and use a V-bolt and toothed V-clamp. The actuator mounting arrangement and spring return feature shall permit normally open or normally closed positions of the damper as required.
- B. Actuators shall be sized for 200 percent of the design torque requirements.
- C. Damper actuators shall incorporate a release mechanism to manually position the damper for maintenance or emergency override.
- D. Damper Actuators located outdoors shall have a clear plastic weather shield specifically designed for the application.
- E. Damper motor control shall be with 2-10 VDC
- F. Acceptable Manufacturers: Belimo, Honeywell, Johnson Controls, Schneider Electric, or equal.

2.14 CURRENT SWITCH

- A. Current sensing switch shall be self-powered with solid-state circuitry and a dry contact output. A multi-turn setpoint adjustment shall set the trip point status. An LED shall indicate the on or off status.

2.15 CONTROL RELAY

- A. The relay shall be contained in a plenum rated NEMA 12 enclosure with a $\frac{3}{4}$ " NPT conduit fitting. Coil voltage shall be 24 or 120 VAC with a contact rating of 10A. An LED on the enclosure cover shall indicate the relay is energized.

2.16 POWER SUPPLIES

Power supplies and panel assemblies shall be UL or NRTL listed.

2.17 ENCLOSURES

- A. Controllers, power supplies and relays shall be mounted in Hoffman A-LP NEMA 12 enclosures or equal when located in an indoor environment.
- B. Enclosures for outdoor applications shall be metal NEMA 4, Hoffman A-ALP, A-BLP or equal, and be mounted on the north exposure of the controlled unit.
- C. Enclosures shall have hinged, locking doors with common keying (CAT-60) for control panel on the Project Site.

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- D. Enclosures shall have permanently affixed to the door an engraved nametag identifying the equipment served. The nametag shall be a minimum 1 inch by 3-inch with ½ inch lettering.

PART 3 – EXECUTION

3.01 CONTROLS INSTALLATION

- A. Wiring methods for control system shall be as defined in the Division 26 specifications. Wire types shall conform to manufacturers' recommendations.
- B. Mount control panels adjacent to associated equipment on vibration-free walls or freestanding angle iron supports. One cabinet may accommodate more than one system in same equipment room. Control panel assemblies must be UL listed.
- C. Provide software and hardware required to provide controls and monitoring of diagnostic points indicated in specification Section 23 8000.
- D. Coordinate with Division 26 electrical installer so that "Hand/Off/Auto" selector switches are installed to override automatic interlock controls when switch is in the "Hand" position. Safety shutdown interlock wiring shall disable the equipment regardless of the position of the H-O-A switch.

3.02 ROOM SENSORS INSTALLATION

- A. Room sensors shall be wall mounted at a 48-inch height above finished floor. Room sensors are not permitted on outside walls, at chalkboards, between shelving, in recesses or above heat producing equipment. Coordinate with Division 26 for sensor or thermostat mounting adjacent to light switches.

3.03 COORDINATION

- A. Coordinate the work with other aspects of mechanical, electrical, fire-life safety and security systems, controls, and photo voltaic systems to obtain a complete and operating system in accordance with the contract documents.
- B. Meet with the OAR and school principal and other school staff to determine when each zone or building will be occupied, and to determine programming and scheduling of the heating, ventilating and air conditioning equipment.
- C. CONTRACTOR shall contact OAR to coordinate for timely availability of VPN access point(s) from OWNER's Information Technology Division.

3.04 DDC CONTROL SYSTEM ADJUSTMENTS

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- A. Make adjustments under operating conditions to provide sequence of operation for each control system per design intent. If required operating conditions cannot be obtained prior to completion date of the contract due to outdoor seasonal temperatures, return to the job site when requested by the OWNER and re-adjust control system when outdoor temperatures will permit proper operating conditions. Start re-adjustment within seven calendar days after notification.

3.05 PERFORMANCE AND ACCEPTANCE:

- A. Test and calibrate each device including but not limited to the following for proper operation, connection, signal value or response.
 - 1. Building Controllers.
 - 2. Custom Application Controllers.
 - 3. Application Specific Controllers.
 - 4. Input / Output Devices. (Sensors, actuators and monitoring devices)
 - 5. Operator Interfaces.
- B. Verify that systems are standalone and operable upon network failure.
- C. Verify that systems return to normal operation automatically upon resumption of network operation or return of power.
- D. Test each system for functions of the required control sequence of operation either by normal control operation or forced operation as required. Log and submit results.
- E. Test the network for connectivity, data transmission rates, input/output responses, and other appropriate parameters Failure modes, including network failure, individual control system failure, and power outages, shall be simulated and responses logged, with any effects on network operation noted and corrected.
- F. Test each preprogrammed time and holiday schedule.
- G. Commissioning requirements of Divisions 01, 23, and 26 apply to this Section.
- H. Schedule of Responsibilities: Refer to Appendix A. The schedule identifies the responsibilities of the CONTRACTOR for the installation of the environmental controls and energy management system. Deviations and clarifications of this schedule only if allowed by the OAR, provided trade CONTRACTOR coordination and schedule requirements are met. Submit a record copy of the Schedule of Responsibilities to the OAR at the commencement of this Section's Work.

3.06 WIRING AND INFRASTRUCTURE

- A. Provide necessary wiring, terminations, connections and conduit infrastructure for the complete system as indicated in the construction documents.

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- B. Exterior cables whether above or below ground level shall be rated for exterior applications. When entering a building provide a code sized pull box with necessary hardware to transition exterior rated cables to interior applications.
- C. Underground EMS cables are permitted to be installed with lighting control wiring in underground applications. Provide innerduct to separate EMS cables from lighting control system cables.
- D. Provide both labeling and record documentation for all EMS system cabling. A cable management schedule and diagram shall be provided at each system panel or cabinet, in addition to a complete cabling diagram to be provided at the head end equipment location.
 - 1. The cable management spread file shall include the following:
 - a. Cable Schedule.
 - b. Cable Test Forms.
 - c. Cable Label sequence and nomenclature.
 - d. Network chart.
 - 2. Cable numbering shall be based on a defined format which readily identifies cable type, and allows maintenance technicians to determine originating and terminating locations.
 - 3. Present the data in an Excel spreadsheet that will operate on the latest Windows platform. Information shall be presented in paper and electronic formats.
 - 4. A copy of the cable schedule in a transparent plastic sleeve shall be affixed in the interior side of the front door of each network cabinet or cables convergence hub points.

3.07 DATA LOGGING REQUIREMENTS

- A. The system must be capable of storing the system's collected and diagnosis data for a minimum of seven days.
- B. Program the system for a standard seven day schedule including holydays.

3.08 CLEANUP

- A. Remove rubbish, debris and waste materials and legally dispose of off Project Site.

3.09 PROTECTION

- A. Protect Work of this Section until Substantial Completion.

END OF SECTION

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APPENDIX A

SCHEDULE OF RESPONSIBILITIES

	ITEM	FURNIS H BY	INSTAL L BY	POWE R BY	CONTRO L WIRING BY
1	Magnetic Motor Starters:				
	a. Automatic controlled, with or without HOA switches.	E	E	E	DDC
	b. Manually controlled	E	E	E	N/A
	c. Manually controlled furnished as factory wired unit equipment	M	M	E	E
	d. Special duty type (part winding, multi-speed, etc.)	M	See Note 1	E	See Note 1
	e. Adjustable frequency drives with or without manual bypass.	DDC	E	E	DDC
	f. Domestic booster pump. Motor Controls	M	M	E	See Note 2
2	Line voltage contactors.	E	E	E	DDC
3	Control relay transformers (other than starters).	DDC	DDC	E	DDC
4	Control and Instrumentation panels	DDC	NI	E	DDC
5	Automatic control valves, automatic dampers and damper operators, solenoid valves, insertion temperature and pressure sensors including wells	DDC	M	E	DDC
6	Control interlock wiring between chillers, pumps, cooling towers, fans and air handling units and other miscellaneous mechanical equipment.	DDC	DDC	E	DDC
7	Duct Smoke Detectors	E	M	E	E
8	Dampers				
	a. Control Dampers	M	M	N/A	DDC
	b. Smoke Dampers and Combination Fire/Smoke Dampers	M	M	E	E
9	Airflow Stations with transmitter.	M	M	E	DDC
10	Air terminal devices (I.e., VAV and fan powered boxes).	M	M	E	DDC
11	Intelligent Devices and Control Units provided with packaged mechanical equipment such as: Large VAV and constant volume package units Boilers and Chillers.	M	M	E	NI
12	Intelligent Devices and Control Units not provided by equipment manufacturer such as: Air handling units, Heat pumps, AC units (small < 20 tons), Air terminal units (VAV boxes)	DDC	DDC	E	DDC
13	Intelligent Devices and Control Units provided with electrical systems such as: Occupancy / motion sensors, Lighting Control Panels, Switches and dimmers, Switch Multiplexing Control Units, Door Entry Control Units.	E	E	E	DDC
14	Gateways for proprietary non-BACnet equipment	M	M	E	DDC
15	Communications network devices such as Routers, Bridges and Repeaters.	DDC	DDC	DDC	DDC
Abbreviations					

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DD	DDC CONTRACTOR (controls
C	CONTRACTOR)
M	Mechanical CONTRACTOR
E	Electrical CONTRACTOR
N/A	Not Applicable

Notes:

1. Magnetic motor starters (special duty type) shall be set in place under electrical division except when part of factory wired equipment, in which case they shall be set in place under mechanical division.
2. Where a remote motor disconnect is required in addition to the one provided integral to a Variable Frequency Drive (VFD), controls CONTRACTOR shall provide the necessary control interlock between the disconnects.

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SECTION 23 30 00 - AIR DISTRIBUTION

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Ductwork and appurtenances required for a complete air transmission and distribution system for the heating, ventilating, and air conditioning systems indicated on Drawings and as specified.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Section 09 90 00: Painting and Coating.
 - 3. Section 23 05 00: Common Work Results for HVAC.
 - 4. Section 23 08 00: HVAC Systems Commissioning.
 - 5. Section 23 05 13: Basic HVAC Materials and Methods.
 - 6. Section 23 05 48: HVAC Sound, Vibration and Seismic Control.
 - 7. Section 23 07 00: HVAC Insulation.
 - 8. Section 23 09 00: HVAC Instrumentation and Controls.
 - 9. Section 23 09 23: Environmental Control and Energy Management Systems.
 - 10. Section 23 38 13: Kitchen Ventilation System.
 - 11. Section 23 80 00: Heating, Ventilating and Air Conditioning Equipment.

1.02 SUBMITTALS

- A. Provide in accordance with Division 01 and Section 23 05 00: Common Work Results for HVAC.
- B. Manufacturer's Data:
 - 1. Complete list of items to be furnished and installed under this Section. Material lists that do not require performance data shall include manufacturer names, types and model numbers.

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2. Manufacturer's specifications and other data required to demonstrate compliance with specified requirements.
3. Literature shall include descriptions of equipment, types, models, sizes, capacity tables or curves marked to indicate performance characteristics, electrical requirements, options selected, space requirements, including allowances for servicing, and other data. Data shall include name and address of nearest service and maintenance organization that regularly stocks repair parts. Listings of items that function as parts of an integrated system shall be furnished at one time.
4. Submit complete acoustical test reports showing that proposed products have been tested in accordance with latest editions of relevant ASHRAE and AHRI Standards (ANSI/ASHRAE Standard 70 for air inlets and outlets; ANSI/ASHRAE Standard 130 and AHRI 880 for terminal units) and will be suitable for operation in Project spaces with specified maximum noise criteria (NC) requirements. The results of all testing shall be certified by an independent testing agency and submitted to the ARCHITECT for approval. The submittal shall include a complete description of the test conditions, methods and procedures.
5. Submittals shall include a tabulation of proposed products, identification of Project spaces where proposed products are to be installed, maximum allowable NC for all Project spaces, and product NC (at specific design air volume) for all Project spaces.
6. Shop Drawings: Shop Drawings indicating methods of installation of equipment and materials, sizes and gages of ducts, and details of supports. Items to be covered shall include but not be limited to following:
 - a. Layout of ductwork and equipment drawn to scale to establish that equipment will fit into allotted spaces with clearance for installation and maintenance. Indicate proposed details for attachment, anchoring to, and hanging from structural framing of building. Indicate vibration isolation units, foundations, supports, and openings for passage of pipes and ducts.
 - b. Drawings indicating locations and sizes of sleeves and prepared openings for pipes and ducts.
 - c. Typical details of supports for equipment and ductwork.

1.03 QUALITY ASSURANCE

- A. Installer's and Manufacturer's Qualifications: Comply with provisions stated under Section 23 05 00: Common Work Results for HVAC.

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- B. Sound power level measurements and Manufacturers' NC value calculations shall be conducted in complete accordance with the latest version of ANSI/ASHRAE Standards 70 and 130 and AHRI 880.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions stated in Section 23 05 00: Common Work Results for HVAC.
- B. Ensure ducts are clean and free of dirt, dust, moisture, oils and other contaminants that can lead to poor air quality. Cover openings of ductwork with a self-adhering protective film. Film shall not leave a residue on metal after removal, and shall be highly resistant to tears and punctures.

1.05 COORDINATION

- A. Coordinate activities in accordance with provisions of Section 23 05 00: Common Work Results for HVAC.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Unless otherwise noted, provisions, including amendments thereto, of the latest edition of the HVAC Duct Construction Standards of Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) and the California Mechanical Code (CMC), are hereby made part of this Section.
- B. Rectangular, round and flat oval ducts shall be manufactured and installed in accordance with requirements of the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA.
- C. Sheet metal ducts shall be fabricated from galvanized steel, aluminum or stainless steel.
- D. Galvanized steel ducts shall be fabricated of galvanized steel sheet, lock forming grade, conforming to ASTM A653 and A924.
- E. Galvanized steel ducts gage thickness and permissible joints and seams of ductwork shall conform to requirements of the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA and the CMC unless noted otherwise on the drawings. The more stringent requirements shall prevail.
- F. Button punch snap-lock seams, using Lockformer or equal, shall be permitted only in concealed areas using 20 and 22 gage galvanized steel ducts with screws added at the ends. Button punch snap-lock is not permitted for aluminum or duct lighter than 22 gage.

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- G. Ducts shall be reinforced in accordance with the latest edition of the SMACNA HVAC Duct Construction Standards: Cross-braced Duct: Duct sizes 19 inches wide and larger which have more than 10 square feet of unbraced panel shall be beaded or cross-braced. This requirement is applicable to 20 gage or less thickness and 3 inches w.g. or less pressure. For details, refer to SMACNA manual.
- H. Round and Oval Galvanized Steel and Aluminum Ducts:
1. Round Spiral Ducts and Fittings: Fabricated from galvanized sheet steel shall be machine-formed spiral pipe with sealed spiral locking joints. Fittings shall be furnished with continuous corrosion-resistant welds. Provide gages of ducts and fittings recommended by manufacturer.
 2. Details of seams and transverse joints for round duct and fittings shall conform to SMACNA standards.
 3. Flat oval ducts shall be provided as indicated on the Drawings. Reference standard details in SMACNA manual.
 4. Minimum duct wall thickness, and permissible joints and seams of ductwork for flat oval duct construction shall conform to requirements in the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA and the CMC. The more stringent requirements shall prevail.
 5. These provisions apply for ducts furnished for indoor comfort heating, ventilating and air conditioning service only.
- I. Flexible Ducts
1. Flexible duct shall be non-metallic, insulated for conditioned air supply and return. The flexible ducts shall be factory fabricated with exterior reinforced laminated vapor barrier, 1 ½-inch thick fiber glass insulation (K = 0.25 at 75 degrees F), encapsulated zinc-coated spring steel wire helix and impervious, smooth, non-perforated interior vinyl liner and factory fabricated steel connection collars. For the composite assembly, including insulation and vapor barrier, comply with NFPA Standard 90A or 90B and tested in accordance with UL Standard, UL 181. Non-insulated metallic ducts shall be provided for exhaust only.
 2. Methods of installations, standards for joining and attaching, and supporting flexible duct shall conform to applicable provisions of SMACNA manual.
 3. Specifications herein shall not supersede installation requirements by flexible duct manufacturer if those are more stringent.
- J. Aluminum Ducts:

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1. Material for aluminum duct shall be of 3003-H14 alloy aluminum sheets, with such designation embossed or stenciled on each sheet. Minimum tensile strength shall be 19,000 psi.
2. Aluminum duct thickness and permissible joint and seams shall conform to requirements of the latest edition of the HVAC Duct Construction Standards-Metal and Flexible of SMACNA, and CMC.
3. Aluminum ductwork shall be furnished to transport moisture-laden air from shower rooms, shower drying rooms, dishwashers and discharge ducts from evaporative condenser and cooling towers.
4. Unless otherwise noted, follow SMACNA Duct Construction Details for steel construction standards as indicated for unreinforced duct, reinforced duct, or cross-broken duct.
5. Button punch snap-lock seams on aluminum ducts are not permitted.

K. Stainless Steel Duct:

1. Materials for stainless steel duct shall be stainless steel conforming to ASTM A167 and A480.
2. Stainless steel ducts shall be provided as required and indicated on the Drawings.
3. Fume hood exhaust shall be stainless steel Type 304.
4. Kitchen exhaust duct system shall be stainless steel Type 304.
5. Stainless steel ducts shall be constructed with welded joints except for connections to equipment which shall be flanged joints with gaskets.
6. Entire stainless steel duct systems shall comply with current CMC requirements for product conveying ducts except where the requirements of this Section are more stringent.

L. Fittings and Other Construction Details: Details of fittings such as elbows, turning vanes, branch take-off and connections, duct access doors, connections for grilles, registers and ceiling diffusers, flexible connector at fan, etcetera, shall conform to applicable provisions of this Section or SMACNA manual.

M. Duct Seam and Joint Sealant: Provide sealant for metal ducts at duct joints which are defined as transverse joints between duct sections including girth joints, branch and sub-branch intersections, duct collar tap-ins, fitting subsections, louver and air terminal connections, access doors and frames, and abutments to building structure. Also provide the same at duct seams which are defined as longitudinal joint between

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duct sections. Spiral lock seams in factory fabricated round or oval ducts are excluded.

1. Sealant for low-pressure ducts shall be: Design Polymerics DP1010 or DP1020, Childers CP-145A/CP-146 Chil-Flex, Foster's 32-19 Duct-Fas, Miracle-Kingco Glenkote Seal-Flex, Ductmate Industries PROseal or FIBERseal, or equal.
2. Provide sealing material for medium-pressure ducts as described in the SMACNA manual for those pressures.
3. Sealant materials shall comply with the flame spread and smoke developed rating of current CMC when tested in accordance with ASTM E84.
4. Sealant for exposed to weather ducts shall pass the Weather Resistance Test per ASTM G154 at 2000 hours QUV.

N. Restrictions:

1. Zinc-coated steel duct shall not be installed for ductwork transporting moisture-laden air. Flexible duct may only be furnished where specifically indicated on Drawings. Aluminum ducts shall not be installed for internal pressures above 2 inches of water.
2. Fiberglass duct is not permitted as a substitute for sheet metal duct.

2.02 DAMPERS

A. Manually Operated Volume Control Dampers:

1. VD-1, Rectangular: Multi-blade type, opposed blade operation, 16 gage galvanized steel blades; center pivoted on 3/8 inch diameter steel trunnions; interlocking edges; dampers shall be in own angle frame, full duct size as indicated on Drawings; frame of minimum 16 gage steel channel construction. Provide with damper operator and axles positively locked to blade. Ruskin MD35, Pottorff MD-42, Greenheck MBD-15 or equal.
2. VD-2, Round: Frame shall be constructed of not less than 20 gage galvanized steel, blades of not less than 20 gage galvanized steel channel construction with factory neoprene seals, 1/2 inch diameter axle shafts and locking hand quadrant. Ruskin MDRS25, Greenheck MBDR-50, or equal.
3. VD-3, Oval: Frame shall be constructed of not less than 14 gage galvanized steel channels with factory blade seals of not less than 12 gage galvanized steel with not less than 1/2 inch diameter axle shafts. Provide Ruskin standard construction for frame, blade and axle size, thickness and material variation. Provide adjustable locking hand quadrant. Ruskin CDO25, or equal.

B. Motorized Volume Control Dampers:

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1. MVD-1, Rectangular: Multi-blade type opposed blade operation, 16 gage minimum steel channel frame construction; 16 gage galvanized steel blades center pivoted on ½ inch diameter steel trunnions. Interlocking edges. Dampers shall be in own angle frame. Full duct size as indicated on the Drawings. Provide with matching two position motorized actuator with linkages, 24VAC by Belimo, Honeywell, Invensys, or equal. Ruskin CD35, Pottorff CD-42, Greenheck VCD Series, or equal.
2. MVD-2, Round: Butterfly type constructed with minimum 20 gage galvanized steel frame with steel angle reinforcement on above 20-inch diameter. Blade shall be 14 gage minimum thickness. Neoprene seal to ensure air tightness in closed position. Furnish with matching two position motorized actuator with linkage 24 VAC by Belimo, Honeywell, Invensys, or equal. Ruskin CDRS25, American Warming and Ventilating (AMV) VC-25, Air Balance, Inc. AC530, or equal.
3. Electronic Damper Actuators: Belimo, Honeywell, Invensys, or equal.
 - a. Sized for torque required for damper seal at load conditions.
 - b. Coupling: V-bolt dual nut clamp with a V-shaped toothed cradle. Aluminum clamps or set screws are not acceptable.
 - c. Overload Protection: Microprocessor or an electronic based motor controller providing burnout protection if stalled before full rotation is reached. Actuator shall be electronically cut off at full open to eliminate noise generation with the holding noise level to be inaudible.
 - d. Power Requirements: As indicated on Drawings.
 - e. Actuator Timing: Shall meet 15 seconds.
 - f. Temperature Rating: Actuator shall have a UL 555S listing by damper manufacturer for 350 F.
 - g. Auxiliary Switches: Provide for signaling, fan control, and position indications.

C. Automatic Fire Dampers:

1. FD, Fire Dampers: Shall conform to requirements of and be listed by State of California Fire Marshal and NFPA 90A. Dampers shall provide airflow resistance not to exceed 0.05 inch water gage static pressure at 900 fpm or 0.25 inch water gage at 2,000 fpm. Dampers shall be installed in required steel sleeve at each penetration of a rated partition.
 - a. Vertical-mounted fire dampers: Fire damper shall be curtain type with blades removed from the air stream to allow for maximum free area. Dampers will be provided in factory sleeves as tested and listed by

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manufacturer. Dampers shall be rated for 1 ½ hours for installation in one or 2-hour partitions. Provide UL listed fusible links of adequate size and temperature rating. Dampers will be installed according to the manufacturer's recommended installation instructions provided with units. Provide suitable access for inspection and servicing of each damper. Pottorff VFD-10/VFD-10D Series, Ruskin IBD/DIBD Series, Greenheck FD/DFD Series, or equal.

- b. Ceiling fire dampers: Ceiling fire dampers shall be butterfly type with ceramic material to minimize heat radiation. Dampers shall be rated for one hour and shall be furnished as a part of an integral sleeve ceiling box that will accept air distribution, have a UL listed and pre-mounted hanger tabs. Dampers shall be installed according to the manufacturers recommended installation instructions. Pottorff CFD-15 Series, Ruskin CFD Series, Greenheck CRD-1 Series/CRD-2, or equal.
- c. Combination fire and smoke dampers: Combination fire and smoke dampers shall be louver bladed type. Units shall be tested and listed under UL 555 and UL 555S. Rating 1 ½ hours for installation in one or 2-hour partitions. The seals shall be non-degradable steel to steel. Leakage shall not exceed 15 cfm/sq. ft. at one inch w.g. and shall be tested at 850 degrees F. Dampers shall be capable of being remotely controlled and reset for pressurization and smoke evacuation. Fire-releasing device shall be UL 33 listed melting fusible links. Dampers shall be provided in sleeves with pre-mounted non-stall motor actuators and dual-position indicators for remote annunciation, if required. The complete assembly shall be factory cycled and tested prior to shipment. Provide suitable access for inspection and servicing of each damper. Pottorff FSD-141 with non-stall motor, Ruskin FSD37 or FSD60 with electric fuse link Model EFL 200, with electric non-stall motor, Greenheck FSD Series, with non-stall motor, or equal.

2. Electronic Damper Actuators: Refer to Sub-paragraph 2.04.B.3.

- D. Relief Dampers: Parallel multi-blade, counter balanced type with adjustable counter weights. Constructed of 20 gage galvanized sheet steel or extruded aluminum with solid stops all around. Bearings shall be dust proof, ball bearings. Damper shall open on a positive pressure of 0.01 inch within space and close to a backdraft. Interlocking edges shall prevent dust infiltration when closed. Air Balance, Inc., Pottorff, Ruskin, Metal Form Manufacturing Co. Inc., or equal.
- E. Duct Access Panels: Provide factory fabricated access panels in ducts where required for servicing fire or smoke dampers, and at other locations as specified in this Section. Units shall consist of removable panel, gasketed and pressure sealed by controlled spring tension locks. Construct unit, including interior parts, of same material as duct. Units shall be constructed to be suitable for installation in systems of up to 5 inches water gage static pressure.

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2.03 AIR DISTRIBUTION DEVICES

A. General:

1. Grilles, registers, diffusers and appurtenances shall conform to requirements specified herein and shall be of type and sizes as specified and indicated on Drawings. Performance shall be in accordance with ANSI/ASHRAE Standard 70 including airflow velocity, pressure, temperature, and sound measurements.
2. Sponge neoprene, rubber, vinyl or felt border gaskets shall be provided for surface-mounted registers, grilles or diffusers.
3. The noise generating characteristics of all specified grilles, registers, and diffusers shall be tested to, and comply with, all requirements of this specification. Representative samples shall be subjected to tests in accordance with applicable standards and procedures in order to demonstrate such compliance. A special test for this project is not required if the manufacturer has previous certified test results that can be made applicable to this project. Maximum Sound Levels of diffusers, grilles and registers shall be as follows:

Administrative office area:	NC 30
Classrooms:	NC 20
Libraries and other noise sensitive areas:	NC 25
Gymnasiums, cafeterias, lockers areas:	NC 30
4. Provide suitable frame types to match the ceiling types as specified or indicated on the Architectural Drawings.
5. Ceiling diffusers shall be provided with equalizing grids.
6. Ceiling mounted grilles, registers and diffusers shall be provided with a factory applied, baked enamel, dull finish, bone white to match acoustical ceiling tile.
7. Grilles or registers mounted on painted walls or other surfaces shall be furnished with a baked prime coat and finish painted in accordance with Section 09 9000: Painting and Coating.
8. Do not provide opposed blade dampers at diffusers and registers to balance the airflow, as they tend to create noise. Provide a manual volume damper at each branch take-off and also at branch duct to each diffuser and register upstream of the flexible duct connections. Air throw patterns shall be as indicated on the drawings.
9. Diffusers, registers and grilles indicated or scheduled on the drawings to comply with special requirements shall take precedence over the standard items specified.

B. Ceiling Diffusers - Round, Square, Rectangular:

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1. CD-1 For non-classroom areas of less than 10 feet ceiling height only. Units shall be square or rectangular modular core type as indicated on the drawings. Anemostat QC Series, Krueger Model 1240, Price SMCD Series, Titus MCD Series, or equal.
2. CD-2 For typical classrooms. Units shall be square plaque type. Anemostat PG Series, Krueger Model PLQ, Price SPD Series, Titus OMNI Series, or equal. The horizontal air discharge pattern shall be 360-degree radial type with factory installed blank-offs for three way, two way corner, two way opposite, or one way discharge pattern.
3. CD-3 For non-classroom areas of higher than 10 feet ceiling height. Units shall be square or rectangular louver faced type. Anemostat D Series, Krueger Model SH, Price SMD/AMD Series, Titus TDC/TDC-AA Series, or equal.
4. CD-4: Units shall be round, adjustable pattern, and surface-mounted type. Anemostat C-27, Krueger RM Series, Price RCDE Series, Titus TMR Series, or equal.
5. CD-5: Units shall be adjustable linear slot type. Anemostat SLAD Series, Krueger Model 1900, Price AS Series, Titus FL Series, or equal.

C. Grilles - Return, Exhaust, Ceiling, Square, Rectangular:

1. GR-1 Acoustical Tile on Plaster Ceiling: Return and exhaust grilles shall be single deflection type with horizontal fixed face bars set at straight or 45 degree angle, ½ inch spacing and flush and flanged for surface mounting. Anemostat S3HD Series, Krueger Model S80/S85, Price 500/600 Series, Titus 350/355 Series, or equal.
2. GR-2 Prefabricated Acoustical Tile Ceiling with Inverted Exposed T-Bars: Return and exhaust grilles shall be with single deflection horizontal fixed face bars, set at straight or 45 degree angle, ½ inch spacing and flush, lay-in panel type with nominal overall dimension of 24-inch by 24-inch. Anemostat Type SAC3L Series, Krueger Model S80/S85, Price 500/600 Series, Titus 350/355 Series, or equal.

D. Registers, Supply, Return, Wall:

1. WR-1: Sidewall supply register shall be double deflecting type with loose key-operated opposed blade volume control. Anemostat S2 Series, Krueger Model 80/880, Price 500/600 Series, Titus 300 Series, or equal.
2. WR-2: Sidewall return register shall be single deflecting type with horizontal fixed face bars set at 45 degree angle flush and flanged for surface mounting and complete with loose key-operated opposed blade volume

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control. Anemostat S3 Series, Krueger Model S80/S85, Price 500/600 Series, Titus 350/355 Series, or equal.

2.04 SOUND ATTENUATING EQUIPMENT - DUCT SILENCERS

- A. Provide factory fabricated duct silencers of tubular or rectangular type, for high or low velocity service, with arrangements, sizes and capacities as indicated on Drawings. Construct silencers of galvanized steel with casing seams sealed or welded to be airtight at a pressure differential of 8 inches water gage between inside and outside of unit, and stiffen or brace as required to prevent structural failure or deformation at same condition, or audible vibration during normal operation. Filler material shall comply with the following:

Fire Safety Standards:	NFPA 90A and 90B
Temperature:	ASTM C411
Air velocity:	ASTM C1071, UL 181
Fire Hazard Classification:	ASTM E84, UL 723-Class 1, NFPA 255
Corrosion Resistance:	ASTM C739, C665
Fungi Resistance:	ASTM G21
Water Vapor Sorption:	ASTM C1104, less than 1 percent by weight
Formaldehyde, Phenoloc Resins or other Volatile Organic compounds:	0 percent.

- B. Select and provide silencers from acoustical and aerodynamic rating tables based on actual test readings or interpolated values of such readings obtained from tests made by recognized independent laboratories. Tests shall be in accordance with ASTM E477.
- C. Select and provide silencers for air pressure drops not exceeding those indicated on Drawings, and of types, sizes and models for which noise reduction values, dynamic insertion loss, in decibels reference 10 to 12 watts, are not less than indicated on Drawings.

2.05 ZONE TEMPERATURE CONTROL DEVICES

- A. Variable Air Volume Control Terminals:

1. VAV-1: AHRI 880 certified, single duct, pressure independent, variable air volume control terminal with reheat coil, sound attenuators, multi-point flow sensor, electric actuators and electronic direct digital controls. The controllers shall comply with Section 23 0923: Environmental Control and Energy Management Systems. The coils shall be copper tubes with copper fins. Casings shall be 22 gage galvanized steel lined with minimum ½ inch, 1.5 pound density, foil faced insulation that complies with NFPA 90A and UL 181.

Anemostat, Krueger, Price, or equal.

2.06 SMOKE DETECTORS

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- A. Refer to Section 28 31 00: Fire Detection and Alarm.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 DUCTWORK

- A. Construct ductwork according to details of fabrication and methods of support, as indicated in the SMACNA manuals and CMC, unless specified or indicated otherwise in this Section or on Drawings. In event of conflict, the most stringent requirement shall be provided.
- B. Unless otherwise required, construct ducts to conform accurately to dimensions indicated and to be straight and smooth on inside, with joints neatly finished.
- C. Duct dimensions indicated are net inside dimensions.
- D. Where aluminum is welded, provide a minimum thickness of 16 gage, and use gas inert tungsten process of welding.
- E. Anchor ducts to building structural slab, framing and roof decking and detail method of anchoring and fastening if not indicated on Drawings. Supports shall be seismically constructed as required by the latest edition of the SMACNA guidelines.
- F. Construct and install ducts to be completely free from vibration under operating conditions.
- G. Indicate on layout drawing, required for suspended ductwork, location of supports, loads imposed on each fastening or anchor, typical details for anchorage, and details for special anchorage for supports attached to metal roof decking.
- H. Attach supports only to building structural framing members and concrete slabs.
- I. Where supports are required between structural framing members, detail and install suitable intermediate metal framing.
- J. Ducts transporting air-conditioned or heated supply air shall be insulated in accordance with requirements of Section 23 0700: HVAC Insulation.
1. Ducts exposed to weather shall be prefabricated double wall type from HVAC equipment through building envelope.

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- K. Ferrous angles and structural members and joining collars specified for construction and support of ductwork and plenums shall be primed with one heavy coat of required asphaltic aluminum paint before installation or fabrication. Metal surfaces shall be thoroughly cleaned before installation of paint. Galvanizing may be provided instead of painting. Installed duct hanger rods concealed in furred ceilings and walls are not required to be primed or painted.
- L. Broken places in galvanized coating shall be acid washed and then completely soldered over or painted with galvanizing paint.

3.03 DUCT CONSTRUCTION

- A. Minimum ductwork gages, joints, reinforcing, and bracing of ductwork shall conform to SMACNA and CMC. The most stringent standards shall prevail. Additional bracing shall be provided to prevent objectionable panel vibration.
- B. Button punch snap-lock seams, using Lock-former or equal, shall be permitted only in non-accessible areas using 20 and 22 gage galvanized steel ducts with screws added at the ends. Button punch snap-lock is not permitted for aluminum or duct lighter than 22 gage.
- C. Provide longitudinal seams of the grooved snap lock, or Pittsburgh and standing, sealed spiral or continuously welded.
- D. Ferrous angles and structural members and joining collars specified for the construction and support of ductwork and plenums shall be primed with one heavy coat of asphalt aluminum paint before installation or fabrication. The metal surface shall be thoroughly cleaned before application of the paint. Galvanizing may be provided instead of painting. Installed duct hanger rods concealed in furred ceilings and walls is not required to be primed or painted.
- E. Broken places in galvanized coating shall be acid washed and then completely soldered over or painted with galvanizing paint.
- F. S-type or drive-slip type girths or longitudinal seams shall not be furnished for ductwork installed outdoors or mounted on roofs.
- G. Broken places in galvanized coating shall be acid washed and then completely soldered over or painted with galvanizing paint.

3.04 DUCT ELBOWS AND TURNING VANES

- A. Duct elbows, including supply, exhaust, and return, shall be provided with a centerline radius of 1.5 times duct width parallel to radius whenever possible; centerline radius shall not be less than width of duct parallel to radius.

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- B. Where space does not permit above radius, or where square elbows are indicated on Drawings, turning vanes shall be installed whether indicated on Drawings or not.
- C. Turning vanes shall conform to SMACNA and CMC.

3.05 DUCT JOINTS AND SEAMS

- A. Conditioned air supply ducts shall be furnished with joints and seams sealed, welded for air tightness, except spiral seam factory machine formed duct components. Spiral seam is exempted. Joints between slip-fit components may be assembled with all seams and joint connections fastened with screws.
- B. Other ducts shall be furnished with joints and seams sealed by using sealant, taping, soldering, or welding. Ducts for grease hood exhaust shall be furnished with grease-tight welding or brazing on external surface for joints and seams. Fiberglass ducts shall be provided with a thermally activated closure system, Johns Manville Fortifiber Therm-Lock with Automatic Bond Indicator dots, or equal.
- C. S-slip or drive-slip type girths or longitudinal seams are not permitted on exterior or exposed rooftop mounted ductwork.
- D. Caulking, taping, or other joint or seam treatment shall be provided in accordance with recognized standards.
- E. Seams around fan, coil housing and plenums shall be sealed with gaskets or sealing compound to provide an airtight assembly.
- F. Stainless steel ductwork connected to range hoods and fume hoods shall be provided with grease-tight, gas tight welded seams, and shall be constructed and installed so that grease or other material cannot become pocketed in any portion thereof, and system shall slope downward toward hood not less than 1/4 inch per lineal foot. Gasketed flanged joints with sealing compound shall be used only at fan and fume hood connections.
- G. Alternative duct connectors such as Ductmate Industries, Mez Industries, or equal may be used if the following conditions are met:
 - 1. One of the specifically listed connectors is submitted and approved by the ARCHITECT and OAR.
 - 2. The correct size connector, application, and gage of material conform to SMACNA Standards.
 - 3. The connector is installed per manufacturer's specifications.

3.06 DUCT TRANSITION

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- A. Slopes in sides of transition pieces shall be no greater than 1 to 5. Abrupt changes or offsets in duct system are not permitted, except when reviewed by the ARCHITECT.

3.07 DUCT TEST HOLES

- A. Holes in ducts and plenums shall be provided for pilot or static tubes for obtaining air measurements to balance or check air systems. Holes shall be covered with neoprene gasketed sheet metal cover or plugged with a fitted neoprene plug chained to duct.

3.08 SOUND ATTENUATING EQUIPMENT

- A. Install sound attenuators where required and indicated on Drawings. Refer to manufacturer's instructions for required installation.

3.09 FLEXIBLE CONNECTIONS

- A. At points where sheet metal connections are installed to fans or air handling units, or where ducts of dissimilar metals are connected, a flexible connection of commercial grade, Duro Dyne Durolon, Ventfabrics Ventglas, Ductmate Industries Proflex, or equal, non-combustible material shall be installed and securely fastened by zinc-coated steel clinch-type bands or a flange type connection. Inlet and outlet openings shall be axially in-line, maximum deviation of centerline shall be less than 5 percent of diameter or shortest dimension of a rectangular inlet of fan or air handling unit, with system at rest. Duct end of connection shall be seismically restrained if more than 4 feet from last support.

3.10 AIR TERMINAL DEVICES

- A. General: Install supply devices after ducts, plenums, and casings have been cleaned and blown free of small particles, as specified. Devices shall be aligned to be parallel to ceiling construction or walls and ceiling surfaces, and shall be pulled tightly to compress gaskets and to fit neatly against surfaces.
- B. Diffusers: Support surface mounted ceiling diffusers from angles or channels resting on and fastened to ceiling construction. Do not support from ducts. Install lay-in diffusers on T-bar ceilings with hanger wires from each corner and not supported by ceiling structure. Provide sheet metal adaptor box above each diffuser to allow space for volume controller with round collars for connection to round ducts where indicated on Drawings. Fasten duct-mounted diffusers to duct collars.
- C. Registers and Grilles:
 - 1. Install wall supply registers at least 6 inches below ceiling, unless otherwise indicated. Locate return and exhaust registers 6 inches below ceiling unless otherwise indicated.

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2. Support ceiling diffuser type inlets, registers, and grilles as required above for ceiling diffusers.
3. Fasten wall mounted and duct mounted registers and grilles to flanges of duct collars.

3.11 DAMPERS

- A. Manually operated dampers, gravity dampers, fire dampers, and motor operated dampers shall be furnished and installed as specified and indicated. Upon completion of installation, dampers shall be checked, lubricated, and adjusted so that they operate freely, without binding. Dampers shall be of standard commercial manufacture, complete with damper frame. Where painting is required, they shall be shop finished unless otherwise noted.
 1. Provide and install manual volume dampers per SMACNA standards to allow balancing per AABC, NEBB or TABB Procedures and Standards whether indicated on the drawings or not.
 2. Balancing dampers shall be installed in main supply ducts from fan discharge plenums, where two or more ducts are connected to each plenum, although such balancing dampers may not be indicated. Each zone shall be provided with a manual volume damper. Sheet metal screws shall be installed through handles and into ducts to lock damper in place after test and balance.
 3. Each supply, return, and exhaust branch shall be provided with manual volume dampers.
 4. Do not provide opposed blade dampers at air inlets and outlets.
 5. Each supply, return, and exhaust inlet or outlet shall be provided with a manual volume damper. This damper shall be a minimum of 5 feet upstream of the air outlet and inlets. An acoustic flexible duct should be provided between the outlet and inlet and the damper for concealed ducts.
 6. Dampers installed in accessible locations shall be provided with locking and indicating quadrants. Ventfabrics Ventlok, Duro Dyne, Young Regulator Co., or equal.
 7. Dampers installed in ductwork in furred ceiling spaces or in roof spaces with less than 30 inches of clearance below beams, joists, or other construction, and where access panels are not provided shall be furnished with damper rods extended below ceiling and terminated with a concealed damper regulation. Ventfabrics Ventlok, Young Regulator Co., Duro Dyne, or equal.
 8. Dampers not identified as splitter, extractor, or butterfly dampers shall be of multi-louver type arranged for opposed blade operation. Damper shall be same

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dimension as adjoining duct and be tight closing. Blades shall not be greater than 9 inches. Dampers shall be not less than 18 gage steel.

9. Motor operated dampers shall be furnished by temperature control manufacturer as part of temperature control equipment and shall conform to requirements of Section 23 0900: HVAC Instrumentation and Controls.
10. Dampers shall be provided with accessible operating mechanisms. Where operators are exposed in finished portions of building, operators shall be chromium-plated with exposed edges rounded. Splitter dampers are not permitted unless specified and reviewed by the ARCHITECT.
11. Dampers shall not be installed in combustion air ducts.
12. Access panels shall be installed for access at each damper's operating mechanism.

3.12 FIRE AND SMOKE DAMPERS

- A. Fire dampers or combination fire and smoke dampers shall be installed and accessible at duct penetrations of rated walls and partitions and as required by State Fire Marshal and NFPA 90A, 92A, 92B, and 101.
- B. Fire dampers shall be sized, and adjoining duct enlarged, to assure full size air passage of connecting ductwork.
- C. Install smoke dampers as indicated on Drawings and as required in ducts penetrating smoke isolation separations.
- D. Fire dampers or combination fire and smoke dampers shall be electrically actuated, power open-fail close type, UL 555 and UL 555S classified for 1-1/2 hours.
- E. Provide a service disconnect switch for each and every combination smoke and fire damper.

3.13 DETECTORS

- A. Smoke detectors shall be installed in accordance with requirements of the California Mechanical Code.
- B. Smoke detectors shall be installed in systems of over 2000 CFM capacity to detect presence of smoke and automatically shut down air handling units or fans unless it has been verified with the electrical installer that Exception 1 to CMC 609.0: Automatic Shutoffs, regarding automatic shutdown of systems with total coverage smoke detection systems is applied.
- C. Smoke detectors shall be installed in supply system downstream of filters.

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3.14 BACKDRAFT DAMPERS

- A. Backdraft dampers shall be installed at locations indicated in accordance with the State of California Building Energy Efficiency Standards, Title 24, CCR.

3.15 DUCT SLEEVES AND PREPARED OPENINGS

- A. Furnish duct sleeves for 15-inch diameter ducts or less passing through floors, walls, ceilings, or roof and install during construction of the floor, wall, ceiling, or roof. Install round ducts larger than 15 inches diameter and square and rectangular ducts passing through floors, walls, ceilings or roof through prepared openings. Provide duct sleeves and prepared openings for duct mains and duct branches.
- B. Provide one inch clearance between duct and sleeve or between insulation and sleeves for insulated ducts, except at grilles, registers and diffusers.
- C. Provide prepared openings for round ducts larger than 15 inches in diameter and for square and rectangular ducts with one inch clearance between duct and openings or between insulation and opening for insulated ducts, except at grilles, registers and diffusers.
- D. Provide closure collar of galvanized sheet metal not less than 4 inches wide unless otherwise indicated on Drawings on each side of walls or floors where sleeves or prepared openings are provided except where grilles or diffusers are installed. Install collar tight against surface. Fit sharp edges of collar installed around insulated duct to preclude tearing or puncturing insulation covering vapor barrier. Fabricate collars from round ducts in steel. Provide not less than 4 nails to attach collar where openings are 12 inches in diameter or less and not less than 8 nails where openings are 20 inches in diameter or less.
- E. Pack space between sleeve or opening and duct or duct insulation with commercial grade packing yarn.

3.16 FLEXIBLE DUCT RUNOUTS

- A. Runouts from branches, risers or mains to air terminal units and outlets may be pre-insulated, factory fabricated flexible ducts complying with NFPA 90A. Flexible ductwork shall not exceed 7 feet in length. When required to suspend flexible ducts, furnish hangers of type recommended by manufacturers of pre-insulated flexible duct and install at intervals recommended. Method of attachment to other components of air distribution system for a vapor-tight joint shall be in accordance with printed instructions of flexible duct manufacturer. Bend radius shall be 1-1/2 times diameter of duct, measured from centerline. Bends greater than 90-degree angle are not permitted. Non-metallic flexible duct shall be permitted only in T-bar suspended ceilings.

3.17 DUCT HANGERS AND SUPPORTS

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- A. Exposed or easily accessible ductwork: All exposed ducts shall be supported by all-thread Rod as a single hanger and or a trapeze support for rectangular duct work in accordance with requirements of the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA.
- B. Non-accessible ductwork: Non-exposed and hidden from sight during regular school operations ductwork, rigid round, rectangular, and flat oval metal ducts, shall be installed with support systems conforming to SMACNA Standards.
- C. Where ducts are installed one above the other, they shall be individually supported on a trapeze of steel angles with 3/8 inch supporting steel rods securely fastened to overhead construction. A minimum distance of 3 inches shall be maintained between ducts wherever possible, but in no event shall distance be less than 2 inches. Minimum sizes of steel angles shall be 1 ½-inch by 1 ½-inch by 1/8 inch for duct sizes through 60 inches in greatest dimension, 2-inch by 2-inch by 1/8 inch for duct sizes 61 inches through 84 inches, 2-inch by 2-inch by 3/16 inch for duct sizes 85 inches through 96 inches, and 2-inch by 2-inch by 1/4 inch for duct sizes over 97 inches.
- D. Ducts six square feet area and greater and or minimum 28" round or greater shall be seismically restrained. Refer to Section 23 0548: HVAC Sound, Vibration and Seismic Control.
- E. Hangers shall not be supported by, or fastened to, non-structural members including blocking. Toggle or Molly type bolts are not permitted.
- F. Vertical ducts shall be supported with suitable angles on each side of each duct located at each floor and at intervals not to exceed 8 feet. Angles shall be sized and installed according to SMACNA Standards for required span so that they will be rigid, without bending or sagging.
- G. Roof-mounted ductwork shall be installed a minimum 12 inches above roof and shall be supported by galvanized welded pipe, one on each side, fastened to roof structure, flashed and sealed to roof membrane. Install supports at each turn, unit connections, and each penetration, and space at maximum 6 feet off-center in general. Pitch pockets are not allowed.

3.18 ACCESS PLATES AND DOORS

- A. Access plates and doors shall be furnished and installed where stops, valves, fire dampers, fusible links, coils, damper operating mechanism, control equipment, lubrication fittings, air filters, air handling equipment and similar items normally requiring adjustment or servicing are installed in concealed spaces.
- B. Access plates and doors shall be located to permit convenient access to equipment sized to permit removal of equipment for servicing. Access plates shall be no less than 12-inch by 12-inch in clear opening. Proper servicing of equipment requires adequate access for maintenance personnel. Access doors shall not be less than 24-inches by 24-inch, unless otherwise detailed. Two or more valves shall not be located in same

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access area unless sufficient clearance is provided for operation, servicing and removal of each valve.

- C. Openings in ducts or plenums whose longer dimension does not exceed 12 inches may be covered by a plate of same material as duct, gasketed and fastened to duct or plenum with sheet metal screws.
- D. Access plates in floors shall not be less than 8-inch by 8-inch and shall be carborundum surface brass with cast brass frames anchored into concrete. Access plates in tile walls shall be chromium plated brass and polished. Serrated plates furnished as part of a clean-out assembly are permitted in floors instead of a separate plate.
- E. Access plates and doors in walls and ceilings of finished rooms and in locations normally accessible to students shall be furnished with continuous piano hinges, unless otherwise specified, and a special flush type spring-loaded latch requiring an Allen wrench to operate. Access devices shall be installed after plastering in plaster ground openings.
- F. Access panels or doors penetrating one-hour fire resistive ceilings shall meet code requirements for such openings.
- G. Access panels shall be fire-rated; Milcor, or equal. Access doors shall be as required for installation in openings penetrating one-hour fire resistive ceilings. Access doors shall be furnished with a flush, key-operated cylinder lock, furnished with two keys each, instead of Allen headlock for non-rated ceilings.
- H. Access panels that are part of an integrated ceiling are specified in Section 09 8433: Cementitious Wood Fiber Acoustical Units. Identification markers shall be affixed to adjacent supports, under this portion of Work, to indicate location and type of mechanical device to be serviced.
- I. Access panels installed in ducts or plenums located in heater or equipment rooms containing gas-fired equipment shall be furnished with heavy-duty spring closing hinges and refrigerator door type catches unless otherwise required. When these panels are intended for maintenance personnel access, catches shall be operable from both interior and exterior.
- J. Other access panels, except those specified above, shall be furnished with suitable hinges and one or more sash fasteners.
- K. Panels located in ducts and plenums shall be installed with gaskets made of synthetic rubber, felt, or similar material to provide an airtight installation. Panels shall be constructed and reinforced to prevent vibration.
- L. Label the words "FIRE DAMPERS" on panels over fire dampers and words "DO NOT OPEN - HEATER IS OPERATING" on panels located in heater or equipment rooms. Letters shall be approximately 3 inches high, if space is available.

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- M. Furnish a key to operate latch access plates, one for each access plate, but not to exceed five keys for any one Project.
- N. Access plates and panels shall be furnished with manufacturer's name or trademark and model number cast or stamped thereon, or upon a label permanently affixed thereon.
- O. Provide duct through roof flashing as detailed in the SMACNA standards or as indicated on Drawings.
- P. Refer to SMACNA for access plate and door construction.

3.19 CLEANUP

- A. Remove rubbish, debris and waste materials and legally dispose off the Project site.

3.20 PROTECTION

- A. Protect the Work of this Section until Substantial Completion.

END OF SECTION

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SECTION 23 38 13 - KITCHEN VENTILATION SYSTEM

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes: Kitchen ventilation system. Including, but are not limited to:

1. Make-up Air Unit with Heating and Cooling.
2. Exhaust Fan.
3. Ductwork and Appurtenances.
4. Controls.

B. Related Requirements:

1. Division 01: General Requirements.
2. Division 26: Electrical.
3. Section 22 1000: Plumbing.
4. Section 23 0500: Common Work Results for HVAC.
5. Section 23 0513: Basic HVAC Materials and Methods.
6. Section 23 0548: HVAC Sound, Vibration and Seismic Control.
7. Section 23 3000: Air Distribution.
8. Section 23 8000: Heating, Ventilating and Air Conditioning Equipment.

1.02 SYSTEM DESCRIPTION

A. Kitchen ventilation system shall provide heating, ventilating and cooling to prevent extreme temperatures in the kitchen. Kitchen temperature shall be controlled by room thermostat. Supply air fan shall automatically shut off when kitchen fire alarm is activated.

1.03 SUBMITTALS

A. Provide in accordance with Division 01 and Section 23 0500: Common Work Results for HVAC.

B. Manufacturer's Data:

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1. Complete list of items to be furnished and installed under this Section.
 2. Manufacturer's specifications and other data required to demonstrate compliance with specified requirements, three sets of operation and maintenance manuals, and service, parts list, and installation instructions.
- C. Shop Drawings:
1. Submit Shop Drawings and layout drawings of complete kitchen ventilation system, including, but not limited to, dimensioned location of exhaust hood, exhaust fan, heating, ventilating, cooling, make-up air unit, and ductwork.
 2. Provide Drawings for the kitchen ventilation system in accordance with requirements of NFPA 96.
- D. Closeout Submittals: Submit Project Record Documents and Operations and Maintenance Manuals in accordance with Section 23 0500: Common Work Results for HVAC.

1.04 QUALITY ASSURANCE

- A. Standards: Kitchen ventilation system fabrication and installation shall comply with NFPA 96 standards, applicable provisions of Section 23 0500: Common Work Results for HVAC, and the California Mechanical Code (CMC).
- B. Qualifications of Manufacturers: Products used in the Work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a minimum of 5-year history of successful production.
- C. Qualification of Installers: Provide adequate number of skilled workmen, thoroughly trained and experienced in necessary crafts, and completely familiar with specified requirements and methods needed for proper performance of the Work of this Section.

1.05 INSTRUCTIONS

- A. Prior to Substantial Completion, provide a 2 hour instruction period on system and equipment operation and maintenance procedure before or during completion test, in compliance with Section 23 0500: Common Work Results for HVAC, to designated Owner personnel. Coordinate and arrange for instruction period.
- B. Instructions shall be provided by an individual who has been thoroughly trained and experienced to demonstrate proper operation and maintenance procedure of particular system and equipment.

1.06 PRODUCT HANDLING

- A. Comply with provisions stated under Section 23 0500: Common Work Results for HVAC.

1.07 COORDINATION

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- A. Coordinate activities in accordance with provisions of Section 01 3113: Project Coordination.

PART 2 – PRODUCTS

2.01 KITCHEN HOOD DUCTWORK

- A. Make-up air supply and exhaust duct connections for kitchen hood shall be furnished in parallel configuration only. Exhaust duct shall have a minimum velocity of 1,500 fpm and a maximum velocity of 2,100 fpm. Exhaust duct shall be constructed of stainless steel Type 304, 18 gage minimum with welded joints. Make-up supply ductwork shall be constructed of stainless steel Type 304, 18 gage minimum with welded joints on parallel duct arrangement. Duct installation shall conform to NFPA 96. Exhaust duct connecting collars shall be of heat expansion type. Field weld exhaust duct to mating flange at canopy, in accordance with CMC requirements. Factory fabricated ductwork, when approved, shall be furnished by duct manufacturer and shall be UL listed as grease duct for restaurant cooking appliances.
- B. Clean-outs and other openings: Refer to CMC requirements.
- C. Duct enclosure: Refer to CMC requirements.
- D. Prevention of grease accumulation: Refer to CMC requirements.
- E. Other requirements of CMC and Section 23 3000: Air Distribution.

2.02 KITCHEN HOOD EXHAUST FANS (KEF)

- A. Exhaust fan shall be roof-mounted, upblast, direct-drive type, complete with centrifugal backward inclined blades, UL listed for removal of smoke and grease laden air. Unit shall be rated for continuous service at 300 degrees F conforming to UL 762 and shall be rated in accordance with ANSI/AMCA 210. Unit shall be compatible for installation with kitchen hood specified. Utility type fans may be furnished where building configuration does not permit the installation of upblast roof exhausters.
- B. Unit shall be Captiveaire, Loren Cook Company, Greenheck, or Supreme Fan, or equal.

2.03 KITCHEN MAKE-UP AIR UNIT (MAU)

- A. Make-up air unit shall be roof mounted type factory built-up assembled and wired in accordance with NFPA 70: NEC and ETL listed to ANSI Z83.8 and CSA 2.6 standards as a package. The energy usage shall be designed to meet ANSI/ASHRAE Standard 90.1
- B. The unit shall be Captiveaire, or equal, and shall be furnished with the following:
 - 1. Plenum fan, permanently lubricated bearings, direct drive. Motor and blower shall be rubber in shear vibration isolated.

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2. Disposable media type air filters 2 inches thick of MERV 13 efficiency, shall be provided in the air stream, unless indicated otherwise in the drawings.
3. Outside air shall enter unit through an outside air hood with moisture elimination louvers and bird screen or evaporative cooler with 1" pre-filter unless otherwise indicated on the Drawings.
4. Cabinet shall have through-the-base utility knockouts. Control service compartment doors shall be hinged. Blower door hardware shall be heavy duty stainless. Control and burner door hardware shall be heavy duty external hardware. Unit cabinet shall be supplied with double wall steel construction with factory installed 1 ½ pound density insulation. R value of insulation shall be 3.8 or greater. Insulation with foil backing is not acceptable. The packaged system shall have a pre-coat RAL 1001 white paint finish. Finish shall be a minimum 60 gloss on G90 galvanized steel. Painted metal shall pass 1,000 hour salt spray test per ASTM B117. Unit shall be designed with heavy 16 gage pre-painted steel rail perimeter base. Base shall feature provisions for corner lifting, with lifting strap holes to facilitate handling and installation.
5. Cooling of outside air shall be provided by DX cooling.
 - a. For cooling, unit shall be provided with a DX split system. Manufacturer shall provide a factory-installed cooling coil in a cabinet. Manufacturer shall also provide an integral condensing unit section for DX cooling. Unit shall use non-ozone depleting R-410a refrigerant. Units 7.5 tons and above shall have dual circuits with independent scroll compressors. Dual circuits shall have independent liquid line receivers.
 - 1) Evaporator coils:
 - a) Aluminum plate fins mechanically bonded to enhanced copper tubes with joints brazed.
 - b) Tube sheet openings shall be belled to prevent tube wear.
 - c) Evaporator coil shall be of full-face active design.
 - d) Dual circuit models shall have face-split type evaporator coil.
 - 2) Condenser coils Type A, B or C are acceptable.
 - a) Type A: Copper-tube, aluminum-fin coil, with liquid subcooler. Internally enhanced 3/8 inch OD seamless copper tubing mechanically bonded to aluminum fins.
 - b) Type B: Spine Fin™ condenser coil shall be continuously wrapped, corrosion resistant aluminum

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with minimum brazed joints. This coil is 3/8 inch OD seamless aluminum tubing glued to a continuous aluminum fin. Coils are lab tested to withstand 2,000 pounds of pressure per square inch. The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on four sides by louvered panels.

- c) Type-C: Coil shall be air-cooled Micro-Channel heat exchanger technology (MCHX) and shall have a series of flat tubes containing a series of multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Coil construction shall consist of aluminum alloys for fins, tubes, and manifolds in combination with a factory applied corrosion-resistant coating.
- C. Unit shall be supplied from factory with EPA compliant premium efficiency ODP blower motor and factory installed VFD.
- D. Unit shall be provided with a remote control panel that will provide the control functions that are indicated on the drawings including but not limited to the following:
 - a. Thermostat for space temperature control.
 - b. Fan on/off and speed indicator lights.
 - c. Manual on/off switch.
- E. Make up air unit shall be provided with an automatic cut-off through a field furnished detector in the event of fire.
- F. Electrical wiring, components and connections including electrical grounding shall be made in accordance with the National Electrical Code (NFPA 70). A separate line voltage supply shall be run directly from the main panel to a fused disconnect switch, at the unit, and then making connection to leads in the unit junction box. External wiring shall be made within approved conduit and shall have a minimum temperature rise rating of 60 degrees C. The unit shall be electrically grounded in accordance with the National Electrical Code (NFPA 70) when installed if an external source is utilized. Units shall be equipped with a 24 volt control transformer; protective air proving switch; resiliently isolated venter motor and a high temperature limit control. Operation shall be controlled through an integrated circuit board. The circuit board shall monitor heater operation and have LED diagnostic lights to identify abnormalities in control functions.

PART 3 – EXECUTION

3.01 EXAMINATION

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- A. Examine areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Kitchen ventilation system shall be installed in accordance with manufacturer's instructions and shall comply with NFPA 96 and CMC.
- B. Exterior surfaces of roof-mounted equipment shall be weatherproofed.

3.03 COMPLETION TEST

- A. Project Inspector shall be notified 48 hours in advance of testing. Notify fire authorities and test components of system and sequence of operation in presence of and for observation of the Project Inspector and fire inspectors.

3.04 CLEANUP

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.05 PROTECTION

- A. Protect the Work of this Section until Substantial Completion.

END OF SECTION

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SECTION 23 70 00 – AIR HANDLING UNITS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Indoor air handling units.

B. Related Requirements:

1. Division 01: General Requirements.
2. Section 23 0500: Common Work Results for HVAC.
3. Section 23 0513: Basic HVAC Materials and Methods.
4. Section 23 0548: HVAC Sound, Vibration and Seismic Control.
5. Section 23 0700: HVAC Insulation.
6. Section 23 0900: HVAC Instrumentation and Controls.
7. Section 23 8000: Heating, Ventilating and Air Conditioning Equipment.

1.02 REFERENCES

A. Air Movement and Control Association International, Inc. (AMCA):

1. AMCA 211 – Certified Ratings Program - Product Rating Manual for Fan Air Performance.
2. AMCA 300 – Reverberant Room Method for Sound Testing of Fans.
3. AMCA 301 – Methods for Calculating Fan Sound Ratings from Laboratory Test Data.

B. Air-Conditioning, Heating, and Refrigeration Institute (AHRI):

1. AHRI 410 – Forced Circulation Air-Cooling and Air-Heating Coils.

C. American Society for Testing and Materials International (ASTM):

1. ASTM B117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
2. ASTM D2247 – Standard Practice for Testing Water Resistance of Coatings in 100 Percent Relative Humidity.

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3. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. National Fire Protection Association (NFPA):
1. NFPA 90A – Standard for the Installation of Air-Conditioning and Ventilating Systems.
- E. Underwriters Laboratories, Inc. (UL):
1. UL 181 – Standard for Factory-Made Air Ducts and Air Connectors.
 2. UL 723 – Standard for Test for Surface Burning Characteristics of Building Materials.
 3. UL 1995 – Heating and Cooling Equipment.
- F. Underwriters Laboratories of Canada (ULC):
1. CAN/ULC-S102.2 – Standard Method of Test for Surface Burning Characteristics of Flooring, Floor Coverings, and Miscellaneous Materials and Assemblies.
- G. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE):
1. ASHRAE Standard 62.1 – Ventilation for Acceptable Indoor Air Quality.
- H. National Electrical Manufacturers Association (NEMA):
1. NEMA – MG 1, Table 12-10: NEMA Threshold Full-Load Nominal Efficiency Values for Energy-Efficient Motors.

1.03 SUBMITTALS

- A. Comply with provisions of Division 01 and Section 23 05 00: Common Work Results for HVAC.
- B. Manufacturer's Data:
1. Complete materials list of items proposed to be furnished and installed under this Section. Materials lists, which do not require performance data, shall include manufacturer's name, type, and model number for indicated installation.
 2. Manufacturer's specifications and other data required to demonstrate compliance with specified requirements. Literature shall include descriptions of equipment, types, models and sizes proposed, capacity tables or curves marked to indicate performance characteristics, electrical requirements, options selected, space requirements and other data

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necessary to ensure compliance with requirements of this Specification and performances indicated on Drawings.

3. Provide data of filter media, filter performance data, filter assembly, and filter frames.
- C. Shop Drawings indicating methods of installation of equipment and materials, and details of supporting structures for items indicated. Items to be submitted shall include but not be limited to the following:
1. Layout Drawings of Equipment: Include plans, elevations, and sections, of proposed equipment drawn to scale, to establish which equipment shall fit in allotted spaces with clearance for installation and maintenance. Indicate proposed details for attachment. Indicate vibration isolation units, foundations, supports, and openings for passage of pipes and ducts.
 2. Electrical interlock or control diagrams for electrically controlled components furnishing more than one automatic or manual control devices, which are not indicated on Drawings.
- D. Manufacturer's Recommended Installation Procedures: Manufacturer's recommended installation procedures, when reviewed by the Architect shall become basis for inspecting actual installation procedures provided.
- E. Acoustical Test Report: Submit complete acoustical test reports showing that proposed products have been tested in accordance with latest versions of AMCA Standard 300, Reverberant Room Method for Sound Testing of Fans, and AMCA Standard 301, Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
- F. Submit test certification stating compliance with the maximum requirement of 1 percent cabinet leakage of the specified airflow.
- G. Operations and Maintenance Data: Include instructions for lubrication, filter replacement, motor and drive replacement, spare parts list and wiring diagrams.

1.04 QUALITY ASSURANCE

- A. Qualifications of Manufacturers and Installers: Comply with provisions in Section 23 05 00: Common Work Results for HVAC.
- B. Sound Level Measurements and Calculations:
1. Sound power level measurements and calculations shall be made in complete accordance with latest version of AMCA Standard 300, Methods for Calculating Fan Sound Ratings from Laboratory Test Data, and AMCA Standard 301, Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
 2. The results of all testing shall be certified by independent testing agency or an AMCA-approved testing laboratory and submitted to architect for

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approval. The submittal shall include a complete description of test conditions, methods and procedures, including specific installation type used for measurements, as detailed in AMCA 300.

- 3. Maximum Allowable Sound Power Levels: Maximum allowable sound power levels for supply discharge, return intake, and casing radiated noise shall not exceed values given in schedule below as indicated on drawings with equipment operating at design airflow and static pressure conditions.
- C. Factory Leak Testing: Manufacturer shall provide a factory leak test on units at design total static pressure across the cabinet exterior walls. Cabinet leakage shall not exceed 1 percent of specified airflow on the operating side of the unit. All panels shall be sealed with closed cell gasketing material. A written test report shall be prepared by the manufacturer and submitted to the Architect.

1.05 PROJECT RECORD DOCUMENTS

- A. Provide Owner instructions on equipment operation and maintenance procedures, as indicated in Section 23 05 00: Common Work Results for HVAC.

1.06 PRODUCT HANDLING

- A. Protection, Replacements, Delivery and Storage: Comply with provisions stated under Section 23 05 00: Common Work Results for HVAC.

PART 2 – PRODUCTS

2.01 CUSTOM INDOOR CENTRAL STATION AIR HANDLING UNIT:

- A. General:
 - 1. Central station air-handling unit specially designed, fabricated and factory tested for the capacity, configuration, arrangement and components as indicated on Drawings.
 - 2. Units shall be UL or ETL approved to ensure compliance with electrical codes.
 - 3. Unit shall be serviceable through service clearances indicated on drawings.
 - 4. Unit dimensions shall not exceed dimensions indicated on drawings.
- B. Base Frame: Provide a full perimeter welded base frame capable of mounting to a curb and supporting unit during shipment, installation, and operation. Base frame shall be manufactured with structural steel tubing or C-Channel support members. Formed metal base rails with bolted or screwed support members are not acceptable. Base and unit frame shall be painted with a gray phenolic, corrosion inhibitive primer. Base rails shall be fitted with lifting lugs at corner of

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unit or section (if demounted). Base rail shall overhang curb to facilitate water run-off and protection of curb-to-base connection from water intrusion. Base shall include a formed pocket that seats on roof curb gasketing to provide a positive, weather-tight seal.

- C. Base: The base shall include 2-inch foam insulation or a 4-inch thick fiberglass insulated "double bottom" floor with minimum 20 gage G-90 galvanized outer and 14 gage G-90 galvanized inner walk-on surface. Subfloor is not required with 2-inch foam insulation unless the underfloor is being used as a return air plenum. All floor seams shall be sealed for an airtight unit. Where access is provided to unit interior, floor openings shall be covered with walk on steel safety grating. Single wall floors with glued and pinned insulation are not acceptable. Base frame shall be attached to unit at factory.
- D. Casing:
1. Sections of unit shall be of same construction and finish except for interior panels that are specified differently for individual sections.
 2. Exterior Panels: Exterior panels including cooling coil sections shall be minimum 2-inch thick formed 16 gage galvanized steel. Provide necessary support to limit casing deflection to 1/200 of narrowest panel dimension. If panels cannot meet this deflection, add additional internal reinforcing. Panel seams shall be fully welded or sealed for an airtight unit. Leakage rates shall be less than 1 percent at design static pressure. The exterior panel finish shall have a polyurethane paint system that is designed for long term corrosion resistance meeting or exceeding ASTM B117, Salt Spray Resistance, at 95 degrees F, 1,000 hrs. and ASTM D2247, Humidity Resistance, at 95 degrees F, 1,000 hrs. The color shall be sterling gray.
 3. Interior Panels: Casing shall be of double wall construction with 20 gage interior galvanized steel liner in all sections and 22 gage galvanized steel perforated liner in all fan sections.
 4. Insulation: Casing shall have 2-inch minimum thickness foam injected R-13 insulation.
 5. Thermal Breaks: Casing construction downstream of the cooling coil shall consist of thermal break panels to prevent condensation from accumulating on outer walls
 6. Access doors shall be of double wall construction and shall be installed on stainless steel hinges for outward opening applications. Multiple handles of no more than four, shall be provided to assure positive closure. Handles shall be zinc alloy or glass reinforced nylon and rated to meet 500 hour salt-spray requirements. Doors shall be furnished with 2 seals with an atmospheric break between two seals to ensure zero negative pressure. The outer seal shall shield water from inner seal. Doors shall open outward for negative pressure and inward for positive

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pressure applications. Operating pressure of unit shall ensure that door compresses gasket seal. Doors shall open against system pressure. Provide ETL, UL, and CAL/OSHA approved tool operated safety latch on all fan section access doors. Access doors downstream of the cooling coil shall be thermal break.

7. Floors shall be double wall. Insulation shall be capped to isolate floor insulation from both airstream and from potential water damage.
8. Units shall be provided with exterior paint.
9. Unit shall provide an integral base which is capable of curb, platform or pad mounting and supporting unit during shipment, installation, and operation.

E. Fan Section:

1. General: Fan section shall be furnished with a structural steel base for integral mounting of fan assembly and casing panels. Fan scroll, wheel, shaft, bearings, drives, and motor shall be installed on a structural steel base frame assembly isolated from outer casing with factory-installed, spring isolators of deflection indicated on drawings. This base frame assembly shall be seismically braced. Flexible connectors shall be provided between fans and stationary part of unit. Wiring shall be in flexible conduit. Comply with Section 23 0548: HVAC Sound, Vibration and Seismic Control. Hinged access door, as specified above, shall be provided on both sides of unit.
2. Fans: Each unit shall be furnished with one or more supply fans as required. Fans shall be double-width, double-inlet type with backward curved airfoil blades or shall be single width, single inlet, ARR. 1 or ARR. 4 plug type fans with backward curved airfoil blades as indicated on equipment schedule. Fans shall be AMCA Class II rated.
3. Fan Bearings: Bearings shall be selected for a minimum L10 life (200,000 hours) at maximum horsepower and operating speed for classification. Bearings shall have same bore, type and manufacturer. Rigid support for inlet bearing must be removable for access to wheel.
4. Fan Wheels: Fan wheels shall be painted with zinc chromate primer and an enamel finish coat, unless constructed of aluminum. Fan wheels shall be keyed to shaft and shall be designed for continuous operation at maximum rated fan speed and motor horsepower. Fan wheels and shafts shall be selected to operate at 25 percent below first critical speed, and shall be statically and dynamically balanced as an assembly at factory.
5. Fan shafts: Fan shafts shall be solid steel, turned, ground, polished, and coated with rust-preventive oil. Access doors shall be provided so fan shaft may be removed without removal of casing panels and to facilitate air balancing of system.

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6. Fan Motor: The motor shall be installed within fan section casing on adjustable slide rails. Motor shall be open drip-proof, NEMA Design B with size and electrical characteristics as indicated on equipment schedule. Motors shall be mounted on a horizontal flat surface and shall not be supported by fan or its structural members. Each motor shall be tested to IEEE Standard 112, test method B, and NEMA MG 1 Article 12.58.2 and 12.59 Table 12-10 and bear a factory certification run test label to verify compliance. Motors shall be premium efficiency, inverter duty, with minimum 90 percent efficiency for motors greater than 3 horsepower.
7. Fan Drives: Fan drive shall be designed for a minimum 1.3 service factor, shall be constant-speed variable pitch for motors 15 hp or less, and shall be constant-speed fixed-pitch for 20 hp and larger. Drives shall be factory mounted, with belts aligned and tensioned.
8. Fan Sound Ratings: Fans shall be AMCA 211 rated for performance and AMCA 300 and 301 rated for sound.
9. Accessories: The fan section shall be furnished with double pane glass viewport with safety wire reinforcement, field wired service light with safety cage and extended lubrication lines to unit exterior for fan motor and fan bearings

F. Coil Section:

1. General: Coil sections shall be fabricated of insulated galvanized steel panels. Coils shall be easily removable from side of units. Where 2 or more coils are installed in a coil bank, 304 stainless steel intermediate drain pans that extend a minimum of 6 inches from coil face shall be provided and condensate shall be piped to bottom drain pan. The bottom coil shall not serve as a drain path for upper coil. Main drain pan shall be insulated double-wall 304 stainless steel, sloped toward drain fitting. Drain fitting shall be flush with bottom pan for side discharge, FPT 304 stainless steel connection and shall comply with ASHRAE Standard 62 recommendations. A maximum of one drain shall be furnished for each cooling coil section. Moisture shall not carry over past coil.
2. Coil Test and Standards: Coils shall be leak tested at 450 psig air pressure while submerged in water. Coil performance shall be certified in accordance with AHRI Standard 410. Coils shall be furnished with galvanized steel casing as standard.
3. Coil Tubes: Tube wall thickness shall not be less than 0.02 inch. Tube diameter with 0.025 inch brazed return bends on water and refrigerant coils. Tubes shall be 5/8 inch OD to ensure high thermal performance with lower total flow and reduced pumping requirements. Intermediate tube support shall be provided for coils over 44-inch fin length with an additional support every 42 inches.

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- a. Coil options shall be furnished with aluminum fin construction.

G. Filter Section:

1. General: Each filter section shall be designed and constructed to house specific type of filter indicated on equipment schedule. Provide filters of type indicated on schedule. A double-walled hinged access door, as specified above, shall be provided on side of section. Internal blank-offs shall be provided to prevent air bypass around filters.
2. Filter tracks in flat or cartridge filter sections: Filter tracks in flat or cartridge filter sections shall be upstream loaded Type 8 constructed from galvanized steel to ensure rigidity and tight tolerances. Tracks must be field adjustable without tools and designed to accept standard-size filters with one inch, 2-inch, or 4-inch widths.
3. Filter tracks in angle filter sections: Filter tracks in angle filter sections shall be constructed from galvanized steel to ensure rigidity and tight tolerances. Angle filter sections shall be designed to hold 2-inch filters of standard sizes, arranged in horizontal V-formation.
4. Each filter bank shall be provided with a Dwyer Series 2000 Magnehelic Differential Pressure Gage, or equal.
6. Mixing boxes or Economizer Section: Combination exhaust mixing boxes and filter-mixing boxes shall be furnished with opposed blades, interconnecting outside-air and return-air low leak dampers. Mixing boxes and filter-mixing boxes shall be furnished with a double-walled hinged access door as specified. Floors of 16 gage galvanized steel shall be furnished for mixing boxes to protect insulation during installation and servicing of damper actuators. Non-ducted outside air intakes shall include stationary louvers to reduce opportunity for rain or snow to enter unit.

H. Damper Section:

1. Face and bypass sections shall be furnished with opposed-acting damper blades in face damper and opposed bypass damper. Blades shall be double-skin airfoil type.
2. Damper blades shall be extruded aluminum, housed in a galvanized steel frame and mechanically fastened to a hex axle rod rotating in stainless steel bearings. Dampers shall be sectionalized to limit blade length to no more than 48 inches so as to minimize blade warpage. Replaceable neoprene blade seals are to be provided to insure tight closure.
3. Dampers shall be rated for maximum leakage rate per square foot of 7 cf. at 1.0 inch wg. Optional premium dampers shall be available for maximum leakage rate per square foot of 5 cfm at 1.0 inch wg. Damper

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blades shall be double-skin extruded aluminum airfoil type with stainless steel jam seals.

I. Plenum Sections:

1. General: Inlet, discharge, access, and plenum sections shall be installed where indicated on Drawings and shall be as specified on equipment schedule.
2. Inlet section: Inlet section shall be provided with extruded aluminum stationary louvers. Louvers shall be drainable type with built in downspouts and furnished with birdscreen. Blades shall be vertical and housed inside an aluminum frame and mounted to unit exterior. Louvers shall be painted to match unit exterior.
3. Access sections: Access sections shall be provided by a double-walled hinged door, as specified above and 16 gage galvanized steel floors to protect insulation.
4. Downblast discharge section: Downblast discharge section, which provides an opening through roof, shall be furnished with a grating over duct opening of sufficient size and strength to support a minimum of 300 pounds.
5. Diffuser sections: Diffuser sections shall consist of casings as specified with an integral perforated aluminum plate installed on discharge side of supply fan to ensure even and uniform air distribution over adjacent downstream component. Not required on plug fan applications.
 - a. Blow-thru coil sections shall be provided with diffuser as an integral part of coil section and shall not extend length of standard section.
 - b. Diffuser sections shall be available and required if a filter section is directly following fan.
 - c. Unit panels shall be constructed of 16 gage galvanized steel.
 - d. A hinged access door shall be provided down-stream of mixer if specified. It shall be full height, insulated double-wall, with full perimeter gasketing.
 - e. Unit shall mix two or more air streams of different temperatures to within a range of six degrees F standard deviation of theoretical mixed-air temperature and shall provide a more uniform air velocity contour entering a downstream filter or coil bank.

- J. Sound Attenuators: Sound attenuators as specified in Section 23 0548 shall be provided as an integral part of unit when specified or indicated on drawings.

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- K. Electrical: Provide electrical and automatic control devices that are listed below and on drawings:
1. The units shall be factory pre-wired for a single point electrical power connection for both power and control circuits. Manufacturer shall provide a factory furnished and wired step down transformer with a fused disconnect for 120 Volt service.
 2. Provide a main disconnect for each unit.
 3. Each fan motor shall be wired to a non-fusible disconnect.
 4. The unit shall be equipped with vapor proof light fixtures with guard.
 5. Lights shall be controlled by one light switch mounted adjacent to supply air fan access door. Lights shall be provided in each accessible section.
 6. Furnish a 120 Volt duplex convenience outlet on exterior of unit. Locate outlet next to fan section access door.
 7. A separate Variable Frequency Drive and three contactor bypass is required for each motor in unit including factory mounting and wired to motor. Danfoss, ABB, Toshiba, or equal.
 8. VFDs shall be recessed or surface mounted as shown on the drawings.
- L. Acoustical Performance Requirements: The sound generating characteristics of air handling and multi-zone units shall be tested to, and comply with, all requirements of this specification. Representative samples shall be subjected to tests in accordance with applicable standards and procedures in order to demonstrate such compliance. A special test for this project is not required if manufacturer has previous certified test results that can be made applicable to this project.
- M. Manufacturer: Trane, or equal.

PART 3 – EXECUTION

3.01 GENERAL

- A. Examine areas under which Work of this Section will be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 EQUIPMENT FOUNDATIONS

- A. Equipment foundations shall be of sufficient size and weight, and of proper design to preclude shifting of equipment under operating conditions, or under any abnormal conditions imposed upon equipment.

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- B. Foundations shall meet requirements of equipment manufacturer and, when required by the Architect, obtain from equipment manufacturer, approval of foundation design and construction for equipment to be installed. Equipment vibration shall be maintained within design limits, and shall be dampened and isolated. Isolators shall be bolted to a steel member so as to be readily removable.

3.03 EQUIPMENT INSTALLATION

- A. Equipment Installation: Equipment installation shall be in strict accordance with these Specifications, and installation instructions of manufacturers. Equipment installed on concrete foundations shall be grouted before piping is installed. Piping shall be installed in such a manner as not to place a strain on any of the equipment. Flanged joints shall be adequately extended before installation.
 - 1. Install equipment in a neat and skillful manner, properly aligned, leveled, and adjusted for satisfactory operation.
 - 2. Install so connecting and disconnecting of piping and accessories can be readily accomplished, parts are readily accessible for inspection, service and repair. Space shall be provided to readily remove filters, coils, and fan wheels.

3.04 NOISE AND VIBRATION

- A. Operation of Equipment: Mechanical equipment and piping systems shall operate without exceeding specified noise and/or vibration levels.
- B. Corrective Measures: If specified noise and/or vibration levels are exceeded, provide necessary changes to reduce noise and/or vibration levels to within specified levels.

3.05 FIELD TESTS AND INSPECTION

- A. General: Perform field inspections, field tests, and trial operations as specified in Section 23 0500: Common Work Results for HVAC. Provide labor, equipment and incidentals required for testing. The Project Inspector will witness field tests and trial operations as specified in Section 23 0500: Common Work Results for HVAC.
- B. Equipment and Material: Equipment and material certified as being successfully tested by manufacturer, in accordance with referenced Specifications and standards, will not require re-testing before installation. Equipment and materials not tested at the place of manufacture will be tested before or after installation, as applicable or necessary, to determine compliance with reference Specifications and standards.
- C. Start-Up and Operational Test: System shall be started up and initially operated with components operating. During this test, filters shall be periodically cleaned until no further accumulation of foreign material occurs. Adjust safety and automatic control instruments as required to provide proper operation and control sequence. Refer to Section 23 0500: Common Work Results for HVAC.

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- D. Extent of Field Tests: After installation and before completion, Work of this Section shall be subjected to required field tests, including those specified here and in Section 23 0500: Common Work Results for HVAC.
- E. Operation and Maintenance Data: Provide required operation and maintenance data as specified in Section 23 0500: Common Work Results for HVAC.

3.06 PROTECTION

- A. Protect the Work of this Section until Substantial Completion.

3.07 CLEANUP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

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SECTION 23 80 00 - HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Air conditioning and air handling equipment including but not limited to:
 - 1. Fans.
 - 2. Package Roof Top Air Conditioning Units.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Section 07 60 00: Flashing and Sheet Metal.
 - 3. Section 22 10 00: Plumbing.
 - 4. Section 23 05 00: Common Work Results for HVAC.
 - 5. Section 23 05 13: Basic HVAC Materials and Methods.
 - 6. Section 23 05 48: HVAC Sound, Vibration and Seismic Control.
 - 7. Section 23 09 00: HVAC Instrumentation and Controls.
 - 8. Section 23 09 23: Environmental Control and Energy Management System.
 - 9. Section 23 30 00: Air Distribution.

1.02 DESIGN REQUIREMENTS

- A. Work of this Section is based on HVAC equipment units indicated as Basis of Design in Part 2 of this Section. Products from different HVAC equipment manufacturers listed are never identical, although equivalent in capacity, performance and quality. In the cases where dimensions, weight, configuration and utility requirements differ from the products used as a basis of design, the Contractor, at no additional cost to the Owner, shall coordinate and submit, for Architect review, revisions to the design.

1.03 SUBMITTALS

- A. Provide in accordance with Division 01 and Section 23 05 00: Common Work Results for HVAC.

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B. For products listed that are not the basis of design, submit the following in addition to above requirements:

1. Title 24 Calculations: Replace HVAC unit values in calculation files provided by the Architect and submit for review.

1.04 QUALITY ASSURANCE

A. Provide submittals in accordance with Section 23 05 00: Common Work Results for HVAC.

1.05 PROJECT RECORD DOCUMENTS

A. Provide Owner instructions on equipment operation and maintenance procedures, as indicated in Section 23 05 00: Common Work Results for HVAC.

1.06 WARRANTY

- A. Compressors shall be provided with manufacturer's five year warranty, replacement only.
- B. Manufacturer shall warrant parts, except heat exchangers, for a period of five years.
- C. Heat exchangers shall be provided with manufacturer's ten year warranty, replacement only.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. Capacities of air conditioning equipment indicated on Drawings are net capacities actually required. Standard catalog ratings shall be adjusted to actual Project site environmental conditions.

2.02 ROOF MOUNTED POWER EXHAUST VENTILATORS

A. RMEV-1

1. Manufacturer:

GREENHECK	LOREN COOK
GB Series	ACEB

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2. Spun aluminum, roof mounted, belt driven, downblast centrifugal exhaust ventilator, with components as indicated and specified. Sizes, performances, and accessories shall be as indicated on equipment schedules on Drawings. Provide required accessories for proper operation and balancing of fans in accordance with design intent and sequence of operation.
3. Certification: Fan shall be listed by Underwriters Laboratories Inc (UL 705). Fan shall bear AMCA Certified Ratings Seals for Fan Sound and Air Performance.
4. Housing: The fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The spun aluminum structural components shall be constructed of minimum 18 gage Aluminum, bolted to a rigid aluminum support structure. The aluminum base shall have continuously welded curb cap corners for maximum leak protection. The discharge baffle shall have a rolled bead for added strength. A two piece top cap shall have stainless steel, or galvanized quick release latches to provide access into motor compartment without use of tools, or screws. An integral conduit chase shall be provided through curb cap and into motor compartment to facilitate wiring connections. The motor, bearings and drives shall be mounted on a minimum 16 gage steel power assembly, isolated from unit structure with rubber vibration isolators. These components shall be enclosed in a weather-tight compartment, separated from exhaust airstream. Lifting lugs shall be provided to help prevent damage from improper lifting. Unit shall bear an engraved aluminum nameplate.
5. Wheel: Wheel shall be centrifugal backward inclined, constructed of 100 percent aluminum, including a precision machined cast aluminum hub. Wheel inlet shall overlap an aerodynamic aluminum inlet cone to provide maximum performance and efficiency. Wheel shall be balanced in accordance with AMCA Standard 204, Balance Quality and Vibration Levels for Fans.
6. Motor: Motor shall be heavy-duty ECM type with permanently lubricated sealed ball bearings and furnished at specified voltage, phase, and enclosure.
7. Bearing: Bearings shall be designed and individually tested specifically for use in air handling applications. Construction shall be heavy duty regreasable ball type in a cast iron pillow block housing selected for a minimum L50 life in excess of 200,000 hours at maximum cataloged operating speed.
8. Belts and Drives: Belts shall be oil and heat resistant, non-static type. Drives shall be precision-machined cast iron type, or heavy gauge

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galvanized steel, keyed and securely attached to wheel and motor shafts. Drives shall be sized for 150 percent of installed motor horsepower. The variable pitch motor drive must be factory set to specified fan RPM.

B. RMEV-2:

1. Manufacturer:

GREENHECK	LOREN COOK
G Series	ACED

2. Spun aluminum, roof mounted, direct driven, downblast centrifugal exhaust ventilator, with components as indicated and specified. Sizes, performances, and accessories shall be as indicated on equipment schedules on Drawings. Also, provide accessories for proper operation and balancing of fans in accordance with design intent and sequence of operation.
3. Certification: Fan shall be listed by Underwriters Laboratories Inc. (UL 705). Fan shall bear AMCA Certified Ratings Seals for Fan Sound and Air Performance.
4. Housing: The fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The spun aluminum structural components shall be constructed of minimum 18 gage Aluminum, bolted to a rigid aluminum support structure. The aluminum base shall have continuously welded curb cap corners for maximum leak protection. The discharge baffle shall have a rolled bead for added strength. An integral conduit chase shall be provided through curb cap and into motor compartment to facilitate wiring connections. The motor shall be enclosed in a weather-tight compartment, separated from exhaust airstream. Unit shall bear an engraved aluminum nameplate.
5. Wheel: Wheel shall be centrifugal backward inclined, constructed of 100 percent aluminum, including a precision machined cast aluminum hub. An aerodynamic aluminum inlet cone shall be provided for maximum performance and efficiency. Wheel shall be balanced in accordance with AMCA Standard 204, Balance Quality and Vibration Levels for Fans.
6. Motor: Motor shall be heavy-duty ECM type with permanently lubricated sealed bearings and furnished at specified voltage, phase, and enclosure.

C. RMEV-3:

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1. Manufacturer:

GREENHECK	LOREN COOK
CUBE Series	ACRUB

2. Spun aluminum, roof mounted, belt driven, upblast centrifugal exhaust ventilator, with components as indicated and specified. Sizes, performances, and accessories shall be as indicated on equipment schedules on Drawings. Also, provide accessories for proper operation and balancing of fans in accordance with design intent and sequence of operation.
3. Certification: Fan shall be listed by Underwriters Laboratories Inc. (UL 705). Fan shall bear AMCA Certified Ratings Seals for Fan Sound and Air Performance.
4. Housing: The fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The spun aluminum structural components shall be constructed of minimum 18 gage Aluminum, bolted to a rigid aluminum support structure. The aluminum base shall have a one piece inlet spinning and continuously welded curb cap corners for maximum leak protection. The windband shall have a rolled bead for added strength. A two piece top cap shall have stainless steel, or galvanized quick release latches to provide access into motor compartment without use of tools, or screws. An integral conduit chase shall be provided into motor compartment to facilitate wiring connections. The motor, bearings and drives shall be mounted on a minimum 16 gage steel power assembly, isolated from unit structure with rubber vibration isolators. These components shall be enclosed in a weather-tight compartment, separated from exhaust airstream. Lifting lugs shall be provided to help prevent damage from improper lifting. Unit shall bear an engraved aluminum nameplate.
5. Wheel: Wheel shall be centrifugal backward inclined, constructed of 100 percent aluminum, including a precision machined cast aluminum hub. Wheel inlet shall overlap an aerodynamic aluminum inlet cone to provide maximum performance and efficiency. Wheel shall be balanced in accordance with AMCA Standard 204, Balance Quality and Vibration Levels for Fans.
6. Motor: Motor shall be heavy-duty ECM type with permanently lubricated sealed ball bearings and furnished at specified voltage, phase, and enclosure.
7. Bearing: Bearings shall be designed and individually tested specifically for use in air handling applications. Construction shall be heavy-duty regreasable ball type in a cast iron pillow block housing selected for a

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minimum L50 life in excess of 200,000 hours at maximum cataloged operating speed.

8. Belts and Drives: Belts shall be oil and heat resistant, non-static type. Drives shall be precision machined cast iron, or galvanized steel type, keyed and securely attached to wheel and motor shafts. Drives shall be sized for 150 percent of installed motor horsepower. The variable pitch motor drive must be factory set to specified fan RPM.

D. RMEV-4:

1. Manufacturer:

GREENHECK	LOREN COOK
CUE Series	ACRUD

2. Spun aluminum, roof mounted, direct driven, upblast centrifugal exhaust ventilator, with components as indicated and specified. Sizes, performances, and accessories shall be as indicated on equipment schedules on Drawings. Also, provide accessories for proper operation and balancing of fans in accordance with design intent and sequence of operation.
3. Certification: Fan shall be listed by Underwriters Laboratories Inc. (UL 705). Fan shall bear AMCA Certified Ratings Seals for Fan Sound and Air Performance.
4. Housing: Fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The spun aluminum structural components shall be constructed of minimum 18 gage Aluminum, bolted to a rigid aluminum support structure. The aluminum base shall have a one piece inlet spinning and continuously welded curb cap corners for maximum leak protection. The windband shall have a rolled bead for added strength. An integral conduit chase shall be provided into motor compartment to facilitate wiring connections. The motor shall be enclosed in a weather-tight compartment, separated from exhaust airstream. Unit shall bear an engraved aluminum nameplate.
5. Wheel: Wheel shall be centrifugal backward inclined, constructed of 100 percent aluminum, including a precision machined cast aluminum hub. An aerodynamic aluminum inlet cone shall be provided for maximum performance and efficiency. Wheel shall be balanced in accordance with AMCA Standard 204, Balance Quality and Vibration Levels for Fans.

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6. Motor: Motor shall be heavy-duty ECM type with permanently lubricated sealed bearings and furnished at specified voltage, phase, and enclosure.

2.03 FILTERS

- A. Air filter media shall be minimum 2-inch thick, MERV 13 Class 2, 100% synthetic, high capacity, pleated, disposable type, with support grid and enclosing frame, continuously laminated on a supporting moisture resistant beverage board type frame that conforms to the configuration of the pleats. Media shall be glued to the frame along all four sides and glued horizontally & diagonally to grill members on both sides. The media shall be unaffected by water and humidity, be non-toxic, non-allergenic, and shall not support the growth of any fungi or bacteria. Filter shall have rigid outer frame that will not bend or distort under normal usage. Filter shall be UL 900 listed, Class 2.
- B. Filter media shall provide an average efficiency as specified on drawings per ASHRAE Standard 52.2.
- C. Initial resistance of air filters shall not exceed following limits for each efficiency level at face velocities indicated. Lower resistance requirements, if indicated on drawings shall have precedence.
- | | |
|----------------------|---|
| 85 percent (MERV 13) | 0.30 inch water gage at 500 feet per minute |
| 95 percent (MERV 14) | 0.38 inch water gage at 500 feet per minute |
- D. Use standard size Filter Medias only.
- E. Media support shall be a welded wire grid or a rigid frame with an effective open area of not less than 96 percent.
- Media support shall be bonded to filter media to eliminate possibility of media oscillation and media pull-away.
 - Media support grid shall be formed in such a manner that it effectively forms a radial pleat design, providing total use of filter media.
- F. Enclosing frame shall be bonded to air entering and air exit side of each pleat, to ensure pleat stability. Inside periphery of enclosing frame shall be bonded to filter pack, thus eliminating possibility of air bypass.
- G. Holding frames shall be factory fabricated of 16 gage galvanized steel, or equivalent and shall be furnished with gaskets and spring type positive sealing fasteners. Fasteners shall be capable of being attached or removed without use of tools.
- H. Manufacturers: Camfil Farr, Koch, or AAF.

2.04 LOUVERS, AIR CONDITIONING (use in conjunction with relief damper)

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- A. Standard steel louvers shall be furnished complete with frames, blades, finish and construction details per Drawings and manufacturer's recommendations.
- B. Louvers shall be furnished with horizontal blades, 2 inches deep for air through wall installation in conjunction with gravity relief damper for backdraft protection that will open at 0.01-inch wc room static pressure as indicated on Drawings. Blades shall be 16-gage steel, spaced at 1 7/8-inch at 30 degrees angle, and with baked epoxy coating. Panel size shall be as indicated but not less than 24 inches width by 18 inches in height.

PART 3 – EXECUTION

1.01 GENERAL

- A. Examine areas under which Work of this Section will be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

1.02 EQUIPMENT FOUNDATIONS

- A. Provide foundations (housekeeping pads, level platforms or curbs) for mechanical equipment whether indicated on drawings or not. Equipment foundations shall be of sufficient size and weight, and of proper design to preclude shifting of equipment under operating conditions, or under abnormal conditions imposed upon equipment.
- B. Provide foundations (housekeeping pads, level platforms or curbs) for mechanical equipment whether indicated on drawings or not. Foundations shall meet requirements of equipment manufacturer and, when required by Architect, obtain from equipment manufacturer, approval of foundation design and construction, for equipment to be installed. Equipment vibration shall be maintained within design limits, and shall be dampened and isolated. Isolators shall be bolted to a structural member so as to be readily removable.

1.03 EQUIPMENT DESIGN AND INSTALLATION

- A. Uniformity: Unless otherwise specified, equipment of same type or classification shall be product of same manufacturer.
- B. Application: Only provide equipment as reviewed by Architect.
- C. Equipment Installation: Equipment installation shall be in strict accordance with these Specifications, and installation instructions of manufacturers. Equipment installed on concrete foundations shall be grouted before piping is installed. Piping shall be installed in such a manner as not to place a strain on equipment. Flanged joints shall be adequately extended before installation. Piping shall be graded, anchored, guided and supported, without low pockets.

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1. Install equipment in a neat and skillful manner, properly aligned, leveled, and adjusted for satisfactory operation.
2. Install so connecting and disconnecting of piping and accessories can be readily accomplished, parts are readily accessible for inspection, service and repair. Space shall be provided to readily remove filters, coils, compressors and fan wheels. Access doors shall be hinged with cam lock door handles.
3. Provide flexible connections for duct, pipe and conduit connections at moving equipment.

1.04 ROOF-TOP EQUIPMENT MOUNTING

- A. Downflow Packaged Units: Install unit on a prefabricated mounting frame or curb secured directly to roof. Follow manufacturers recommended installation manuals. Submit Shop Drawings for review by Architect.
- B. Horizontal Flow Packaged Units: Install unit on platform or prefabricated mounting frame or curb secured directly to roof designed to suit roof conditions and requirements of provided unit. Submit Shop Drawings for review by Architect.

1.05 REFRIGERANT PIPING INSTALATION

- A. Unless otherwise indicated, main liquid and suction lines from condensing unit to Indoor coil shall be of sizes specified by manufacturer.
- B. Refrigeration piping shall be refrigeration grade copper tubing, type L hard-drawn. In instances where refrigeration lines are installed in an inaccessible location and must be snaked through conduit or a trench, that portion of tubing required to complete connections through conduit or trench may be soft drawn. Maintain entire system clean and dry during installation. Pipe shall be sealed until installed.
- C. Refrigeration piping, both hard and soft-drawn, shall be straight and free from kinks, restrictions and horizontal runs shall be sloped towards compressor one inch to 10 feet wherever possible. Vapor line oil traps shall be installed on bottom of vertical risers and inverted oil trap shall be installed on top of vertical risers.
- D. Joints shall be installed with Sil-Fos 15, Silvaloy 15, or equal.
- E. Flare nuts required on suction lines shall be of short forged or frost-proof type. Other fittings shall be standard sweat-soldered type. Ells and return bends shall be long radius type. Install leak lock material.
- F. Refrigeration Piping: Joints shall be silver brazed and tested according to the section 23 0500 "Common Work Results for HVAC". Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter. Field fabricated lines shall be thoroughly deburred, flushed and cleaned before connection. Bleed nitrogen through

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lines during silver brazing, maintain Nitrogen flow rate of 1.75 cubic feet per minute or more using a pressure regulator. Cap and seal lines when not completed and connected to equipment.

1. Brazing or Debrazing shall always be conducted with nitrogen purging through the refrigeration system.
 2. Arrange a refrigerant piping pre-installation conference between Contractor, Architect, IOR, and OAR to review and confirm installation method.
 3. Do not charge refrigerant through the split system prior to testing procedure by contractor and acceptance by Owner.
- G. Sleeve penetrations of floors, walls and ceiling to allow for free motion of piping. Provide 24 gage galvanized iron pipe and chrome-plated escutcheon plates. Pack annular space between pipe and sleeve with incombustible material such as fiberglass and seal each end with mastic to provide a waterproof seal.
- H. Install insulated couplings at points of connection between dissimilar metals for cathodic protection. Insulate copper tubing from ferrous materials and hangers with 2-inch thickness of 3-inch wide strip, 10 mil polyvinyl tape wrapped around pipe.
- I. Support piping by iron hangers and supports. Hydra-Zorb cushion clamps, LSP Products Group Acousto Clamp, or equal, on non-insulated piping, and Klo-Shure coupling clamp on insulated piping, or equal.
- J. Provide saddles to protect pipe insulation.
- K. Provide connections of copper, copper plated steel, steel, and brass pipe and tubing with Harris Products Group Safety-Silv 56, Lucas-Milhaupt, Inc., or equal, complying with ANSI/AWS A5.8 and NSF 51.
- L. Insulate refrigerant suction lines.
- M. On split systems, insulate both vapor and liquid lines. For insulation materials, refer to Section 23 07 00: HVAC Insulation.
- 1.06 NOISE AND VIBRATION
- A. Operation of Equipment: Mechanical equipment and piping systems shall operate without exceeding specified noise and/or vibration levels.
- B. Corrective Measures: If specified noise and/or vibration levels are exceeded, provide necessary changes to reduce noise and/or vibration levels to within specified levels.
- 1.07 FIELD TESTS AND INSPECTION

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- A. General: Perform field inspections, field tests, and trial operations as specified in Section 23 05 00: Common Work Results for HVAC. Provide labor, equipment and incidentals required for testing. The Project Inspector will witness field tests and trial operations as specified in Section 23 05 00: Common Work Results for HVAC.
- B. Equipment and Material: Equipment and material certified as being successfully tested by manufacturer, in accordance with referenced Specifications and standards, will not require re-testing before installation. Equipment and materials not tested at place of manufacture will be tested before or after installation, as applicable or necessary, to determine compliance with reference Specifications and standards.
- C. Start-Up and Operational Test: System shall be started up and initially operated with components operating. During this test, various strainers or filters shall be periodically cleaned until no further accumulation of foreign material occurs. Adjust safety and automatic control instruments as required to provide proper operation and control sequence. Refer to Section 23 05 00: Common Work Results for HVAC.
- D. Extent of Field Tests: After installation and before completion, Work of this Section shall be subjected to required field tests, including those specified here and in Section 23 05 00: Common Work Results for HVAC.
- E. Operation and Maintenance Data: Provide required operation and maintenance data as specified in Section 23 05 00: Common Work Results for HVAC.

1.08 CLEANUP

- A. Remove rubbish, debris and waste materials and legally dispose of off Project site.

1.09 PROTECTION

- A. Protect Work of this Section until Substantial Completion.

3.10 STANDARDS AND CERTIFICATIONS

- A. All units must be:
 - 1. ETL certified duct furnace(s) which conform to the latest ANSI standards for efficiency and safe performance.
 - 2. ETL or UL certified for electrical safety in compliance with UL 1995 safety standard for heating, ventilation and cooling equipment
 - 3. Compliant with FM (Factory Mutual) requirements
- B. Fuel Types
 - 1. Rooftop unit will be suitable for operation with natural gas.

HEATING, VENTILATING AND

AIR CONDITIONING EQUIPMENT

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3.11 FUEL TYPES

- A. Rooftop unit will be suitable for operation with natural gas.

3.12 MECHANICAL ARRANGEMENT

- A. Rooftop unit will consist of a furnace section consisting of a single furnace. The firing rate of each furnace will not exceed 400 MBh and will contain its own heat exchanger, flue collector, venting, burners, safety and ignition controls.
- B. Rooftop unit will consist of a blower section containing supply blower(s) and blower motor. The blower motor will be interlocked electrically and disengage the blower motor and control circuit upon opening the service panel.
- C. Rooftop unit will consist of an electrical cabinet that is isolated from the air stream with a non-removable access panel interior to the outer service panel. Provision for component mounting, wire routing, and high voltage isolation
- D. Rooftop unit will be provided with outside air opposed blade damper(s).
- E. Rooftop unit will consist of a filter section to accommodate 2" MERV 13 filter and be of a design for minimal pressure drop.

3.13 ELECTRICAL SYSTEMS

- A. All electrical components and fixtures will carry UL or ETL and/or CSA listing certification and/or recognition.
- B. All wire will be rated to meet or exceed electrical requirements for voltage, ampacity, dielectric strength of sheathing and temperature rating per location.
- C. Standard control relays will be socket mounted with terminal block connections.
- D. All high voltage wiring will be enclosed in flexible metallic sheathed BX cable and include an identifying marker corresponding to the wiring diagram.

3.14 MOUNTING

- A. Rooftop unit will be mounted on metal rails with down rolled outer edges with lifting and anchor holes and be suitable for clab or curb mounting.

3.15 STANDARD SAFETY PROVISIONS

- A. Rooftop unit will be provided with a low voltage circuit breaker rated for 150% of the unit's normal 24-volt operating load.

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- B. An access interlock switch will be installed in the blower compartment and will disengage the blower upon removing the service panel. An override or cheat switch will be incorporated into the interlock switch for serviceability.
- C. Each duct furnace will be provided with a primary limit switch, 24V high temperature limit switch and a (redundant) combination gas valve.
- D. Rooftop units will contain a reverse air flow interlock switch. The normally closed switch when activated will cause gas valve to close.
- E. A drafter prove switch will be installed in all power vented units and disengage gas flow if for any reason the drafter has failed to operate.
- F. Warning labels will be visible in accessible areas of the rooftop where unsafe conditions could occur.

3.16 BURNERS

- A. Burners will be die formed with stamped porting and stainless-steel port protectors to prevent scale or foreign matter from obstructing the burner ports. Burner construction will consist of corrosion resistant aluminized steel.
- B. Burners must be individually removable for ease of cleaning and servicing. The entire burner assembly must be easily removable with a slide-out drawer design. The pilot must be accessible through a pilot access panel without removing the burner assembly.

3.17 HEAT EXCHANGER

- A. The heat exchanger construction will consist of 20-gauge 409 stainless steel tubes and 20-gauge headers.

3.18 VENTING SYSTEM

- A. The flue collector construction will consist of corrosion resistant aluminized steel.
- B. Rooftop will be provided with power venting. Outside air for combustion and products of combustion will have individual air inlet and discharge grilles located in the upper section of the furnace service panel. A drafter prove switch will be installed and its normally open contacts wired in series with the main gas valve.

3.19 CABINETS

- A. Cabinetry will be die-formed, 20-gauge corrosion resistant ZAM (Zinc, Aluminum and Magnesium) steel with acrylic finish coat.

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- B. Hinged access doors will be provided by the manufacturer on the blower and filter cabinet doors. Doors will be double wall construction and incorporate dual quick opening tool-less latches. Door stops will be included to prevent against closure while open.
- C. Blower/filter sections will be insulated with fire resistant, environmentally safe, odorless, one inch fiber material. It will be matte faced.

3.20 DAMPERS

- A. Dampers will be of the opposed blade type. Constructed of galvanized steel with neoprene nylon bushings. Blades to be mechanically interlocked.

3.21 FILTER RACK

- A. Filter rack will be constructed of galvanized steel with access through the side service panel.

3.22 INTAKE HOOD

- A. Intake hood will be constructed of galvanized steel and include a bird screen.

3.23 SUPPLY BLOWER

- A. Supply blower will be belt drive, forward curved, centrifugal type blower assembly, statically and dynamically balanced with double inlet. The blower well will be fixed on a shaft, supported with super quiet rubber cartridges for vibration isolation, and ball bearing.

3.24 BLOWER MOTOR

- A. Motor will be single speed, ball bearing drive, permanently lubricated, EPACT compliant, standard NEMA frame size and service factory, with resilient base and Class B windings.
- B. Motor will be of the voltage and horsepower as scheduled.
- C. Motor wiring will be enclosed in flexible metallic sheathed BX conduit.
- D. Motor will be activated through a magnetic starter with IEC overload protection.

3.25 GAS AND IGNITION SYSTEM

- A. A solid-state ignition control system which ignites the pilot by spark during each cycle of operation will be provided. When a pilot flame is proven, the main burner valve will open to allow gas flow to the burners. Pilot and burners must be extinguished during the off cycle.

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- B. Rooftop units will be provided with a gas valve suitable for NEC Class 2 use, for a maximum inlet of 0.5 psi (14" W.C.) on natural gas. The 24-volt combination automatic gas valve must include a main operating valve, pilot safety valve, pressure regulator, manual main and pilot shutoff valve and adjustable pilot valve.

3.26 GAS CONTROLS

- A. Single stage unit will be provided with one stage of heat. Ignition is the full rate of the furnace(s) rated input.

3.27 DAMPER MOTOR

- A. Damper motor will be two positions with spring return. Motor will operate at 24 volts.
- B. Motor and control wiring will be harnessed with terminal block connections. Wire will have a temperature rating of at least 105C outside of the duct furnace.

3.28 DAMPER CONTROL

- A. Two position spring return motor with outside air damper will be provided. The motor will power the outside air damper full open when the units is on and full closed with the unit is off.

3.29 ACCESSORIES

- A. Rooftop unit will be provided with an airflow prove switch to verify airflow through the unit. The switch will be a Dwyer 1910-0 pressure switch suitable for duct mounting with a range of 0.15-0.50" W.C.

PART 4 - EXECUTION

4.01 EXAMINATION

- A. Contractor shall verify that roof is ready to receive work.
- B. Contractor shall verify that proper power supply is available.

4.02 INSTALLATION

- A. Contractor shall install in accordance with manufacturer's instructions.
- B. Mount units on factory-built roof mounting frame providing watertight enclosure to protect ductwork and utility services. Install roof mounting curb level.

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END OF SECTION

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SECTION 23 81 29 - VARIABLE REFRIGERANT FLOW HVAC SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Split-system air-conditioning and heat pump units consisting of separate evaporator-fan and compressor-condenser components.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 23 05 00 - Common Work Results for HVAC.
 - 3. Section 23 05 48 - Vibration and Seismic Controls for HVAC.
 - 4. Division 26 - Electrical.

1.02 REFERENCES

- A. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE):
- B. ANSI/ASHRAE 62.1 – Ventilation for Acceptable Indoor Air Quality.
- C. ANSI/ASHRAE/IES Standard 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- D. ASTM International:
 - 1. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.
 - 2. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
 - 3. ASTM D1418 - Standard Practice for Rubber and Rubber Latexes-Nomenclature.
- E. International Organization for Standardization (ISO):
 - 1. ISO3745 Standard - Acoustics -- Determination of sound power levels and sound energy levels of noise sources using sound pressure -- Precision methods for anechoic rooms and hemi-anechoic rooms.

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1.03 SUBMITTALS

- A. Provide in accordance with Division 01, General Requirements, and Section 23 0500, Common Work Results for HVAC.
- B. Product Data: Submit performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.
 - 1. Complete materials list of items proposed to be furnished and installed under this Section. Materials lists, which do not require performance data, shall include manufacturer's name, type, and model number for indicated installation.
 - 2. Manufacturer's specifications and other data required to demonstrate compliance with specified requirements. Literature shall include descriptions of equipment, types, models and sizes proposed, performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, electrical requirements, options selected, space requirements and other data necessary to ensure compliance with requirements of this Specification and performances indicated on Drawings.
- C. Shop Drawings indicating methods of installation of equipment and materials, and details of supporting structures for items indicated. Items to be submitted shall include but not be limited to the following:
 - 1. Layout Drawings of Equipment: Include plans, elevations, and sections, of proposed equipment drawn to scale, to establish which equipment shall fit in allotted spaces with clearance for installation and maintenance. Indicate proposed details for attachment. Indicate vibration isolation units, foundations, supports, and openings for passage of pipes and ducts.
 - 2. Electrical interlock or control diagrams for electrically controlled components furnishing more than one automatic or manual control devices, which are not indicated on Drawings.
- D. Manufacturer's installation instructions.

1.04 QUALITY ASSURANCE

- A. Qualifications of Manufacturers and Installers: Comply with provisions in Section 23 0500: Common Work Results for HVAC.
- B. Installers shall be certified by VRF manufacturer and have a minimum of 3 VRF projects of comparable size and complexity.

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1.5 WARRANTY

- A. Manufacturer shall warrant all parts for a period of ten (10) years from date of Substantial Completion.

1.6 TRAINING

- A. Training for OWNER Staff off-site by the VRF manufacturer.
1. Training sessions shall not exceed 8 hours per day.
 2. Training session shall accommodate a minimum of 20 personnel and be facilitated at a location no more than 50 miles from OWNER's location.
 3. Training sessions shall provide manufacturer's required hours of training for the staff to be factory certified to be able to maintain, repair and service the equipment.
 4. Training shall provide specifications, drawings, cut sheets manuals, computers/laptops and other supportive documents and materials required for training and certifications.
 5. At the conclusion of training, the manufacturer shall provide certification for each attendee acknowledging their attendance and knowledge for maintenance, service and repair of the system.
 6. Training and certification shall include all components of VRF system requiring maintenance, service and repair but not limited to condensing units, branch controller boxes, fan coils, leak detection, controls piping and trouble shooting.
 7. Training shall include hands-on training, demonstrating replacing and reprogramming of components in order to restore to full operational condition and shall not be limited to presentation materials only.
 8. OWNER's employees attending this training session shall be provided with the following documentation:
 - a. System layout and Installation Checklist.
 - b. System controls and EMS interface and Operation and Maintenance Instruction.
 - c. Component isolation technics.
 - d. Refrigerant and oil management and replacement.
 - e. Unit component diagnostic system and points.

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- B. Training for OWNER's staff on-site: The training sessions shall not exceed four hours per day and shall be conducted by the VRF manufacturer's technical staff regarding overall Maintenance and Operation of the entire VRF system. On-site training shall allocate sufficient hours for the staff to have a good understanding of the system, components and maintenance, service and repair requirements. All supporting documents, manuals, cut sheets, spare parts shall be provided as required to maintain and service the system. The training shall consist of, but not be limited to the following:
1. System layout and Operation and Maintenance Manuals.
 2. Trouble shooting and diagnostic protocol.
 3. Leak detection/prevention strategy.
 4. Routine Maintenance requirements.
 5. System isolation points, installation checklist, system controls and EMS interface, refrigerant and oil management and verification of all component locations.
- C. For additional training requirements refer to Sections 23 0500, Common Work Results for HVAC and 23 0800, HVAC Systems Commissioning.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Equipment listed on this Section shall be manufactured by: LG, Daikin, Mitsubishi and Samsung.
1. Basis of Design: Samsung
- B. Capacities of the equipment indicated on the drawings are net capacities.

2.02 IN-CEILING CASSETTE DUCTLESS UNITS

A. General

1. Unit shall be factory assembled, wired, piped and run tested.
2. Unit shall be designed to be installed for indoor application.
3. Unit shall be designed for mounting in the finished ceiling.
4. Unit shall be capable to be installed with heat pump or heat recovery or cooling VRF system.

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B. Unit Cabinet:

1. Cabinet shall be constructed of zinc-coated steel.
2. Fully insulated discharge and inlet grilles shall be attractively styled, high-impact non-metallic material.
3. The inlet grille shall have hinges and can be opened to obtain access to the cleanable filters, indoor fan motor and control box.

C. Fan Assembly:

1. Fan shall be centrifugal direct-drive blower type with air intake in the center of the unit and discharge at the perimeter. Automatic, motor-driven vertical air sweep shall be provided standard. Automatic motor-driven louvers shall be provided standard and shall be adjustable for 2, 3 or 4-way discharge.
2. Air sweep operation shall provide three user selectable modes.

D. Coil:

1. Coil shall be copper tube with aluminum fins and galvanized steel tube sheets. Fins shall be bonded to the tubes by mechanical expansion and specially coated for enhanced wet-ability. A drip pan under the coil shall have a factory installed condensate pump and drain connection for hose attachment to remove condensate. A replaceable element in the condensate disposal system provides antibacterial protection.

E. Motors:

1. Motors shall be totally enclosed, permanently lubricated ball bearing with inherent overload protection. Fan motors shall be inverter controlled variable speed.

F. Microprocessor Control:

1. Unit shall have a factory installed microprocessor controller capable of performing functions necessary to operate the system.
2. Unit shall be able to communicate with other indoor units and the outdoor unit using a field supplied minimum of 18 AWG, 2 core, stranded and shielded communication cable.
3. Unit controls shall operate the indoor unit using one of the five operating modes:
 - a. Auto changeover (Heat Recovery System only).
 - b. Heating.

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- c. Cooling.
- d. Dry.
- e. Fan only.

G. Filters:

- 1. Unit shall have factory-supplied resin net (cleanable) type filters. The return air filter material shall have the following characteristics:
 - a. Odorless
 - b. Temperature resistant to 185°F
 - c. Humidity resistant up to 95% RH
 - d. MERV 8 or Better

H. Electrical: Unit shall be capable of operating within voltage limits of +/- 10% of the rated voltage.

I. Controls: Unit shall use controls provided by the manufacturer to perform all functions necessary to operate the system effectively and efficiently and communicate with the outdoor unit over an RS485 daisy chain.

2.03 EVAPORATOR-FAN UNIT (HORIZONTAL DUCTED HIGH STATIC)

A. General

- 1. Unit shall be factory assembled, wired, piped and run tested.
- 2. Unit shall be designed to be installed for indoor application.
- 3. Unit shall be designed to mount fully concealed above the finished ceiling.
- 4. Supply air shall be flanged for field installed ductwork that shall not exceed the external static pressure limitation of the unit.
- 5. Unit shall be capable to be installed with heat pump or heat recovery or cooling VRF system.

B. Casing/Panel:

- 1. Unit case shall be manufactured using galvanized steel plate.
- 2. Cold surfaces of the unit shall be covered internally with a coated polystyrene insulating material.

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3. Cold surfaces of the unit shall have internal insulation.
4. External insulation shall be plenum rated and conform to ASTM D1418.
5. Unit shall be provided with hanger brackets designed to support the unit weight on four corners.
6. Hanger brackets shall have pre-punched holes designed to accept field supplied, all thread rod hangers.

C. Cabinet Assembly:

1. Unit shall be equipped with factory installed temperature thermistors for:
 - a. Return air.
 - b. Refrigerant entering coil.
 - c. Refrigerant leaving coil.
2. Unit shall have a factory assembled, piped and wired electronic expansion valve (EEV) for refrigerant control.
3. Unit shall have a built-in control panel to communicate with other indoor units and to the outdoor unit.
4. Unit shall have the following functions as standard:
 - a. Self-diagnostic function.
 - b. Auto restart function.
 - c. Auto changeover function (Heat Recovery system only).
 - d. Auto operation function.
 - e. Forced operation.
 - f. Dual thermistor control.
 - g. External static pressure (ESP) control.

D. Fan Assembly:

1. Unit shall have direct driven fan(s).
2. Fan shall be made of high strength resin.
3. The fans shall be mounted on a common shaft.

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4. Fan motor shall be Brushless Digitally controlled (BLDC) with permanently lubricated and sealed ball bearings.
5. Fan/motor assembly shall be mounted on vibration attenuating rubber grommets.
6. Fan speed shall be controlled using microprocessor based direct digitally controlled algorithm.
7. In cooling mode, the indoor fan shall have the following settings: Low, Med, High and Auto.
8. In heating mode, the indoor fan shall have the following settings: Low, Med, High and Auto.
9. The Auto fan setting shall adjust the fan speed to most effectively achieve the set-point.
10. Each of the settings can be field adjusted from the factory setting (RPM/ESP).
11. Unit shall be designed for high speed air volume against an external static pressure of up to 1.0" water gauge.

E. Coil Assembly:

1. Unit shall have a factory built coil comprised of aluminum fins mechanically bonded on copper tubing.
2. Unit shall have minimum of two rows of coils.
3. Unit shall have a factory supplied condensate drain pan below the coil.
4. Where indicated, horizontal unit shall be installed and wired condensate drain pump capable of providing minimum 27.5 inch lift from bottom surface of the unit.
5. Vertical unit shall be designed for gravity drain.
6. Unit drain pan shall be provided with a secondary drain port/plug allowing pan to be drained for service.
7. Drain pump shall have a safety switch to shut off the unit if condensate rises too high in the drain pan.
8. Coil shall be factory pressure tested at a minimum of 551 psig.

F. Microprocessor Control:

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1. Unit shall have a factory installed microprocessor controller capable of performing functions necessary to operate the system.
 2. Unit shall be able to communicate with other indoor units and the outdoor unit using a field supplied minimum of 18 AWG, 2 core, stranded and shielded communication cable.
 3. Unit controls shall operate the indoor unit using one of the five operating modes:
 - a. Auto changeover (Heat Recovery System only).
 - b. Heating.
 - c. Cooling.
 - d. Dry.
 - e. Fan only.
- G. Electrical: Unit shall be capable of operating within voltage limits of +/- 10% of the rated voltage.
- H. Controls: Unit shall use controls provided by the manufacturer to perform all functions necessary to operate the system effectively and efficiently and communicate with the outdoor unit over an RS485 daisy chain.
- 2.04 AIR-COOLED, COMPRESSOR-CONDENSER UNIT, HEAT RECOVERY OR HEAT PUMP
- A. General:
1. Each system shall consist of one, two or three air source outdoor unit frame.
 2. Dual and triple frame configurations shall be field piped together using manufacturer's designed and supplied Y-branch kit in conjunction with field provided interconnecting pipe to form a common refrigerant circuit.
 3. Refrigerant circuit configuration for Heat Recovery System.
 - a. Refrigerant circuit shall be constructed using field provided copper piped together with manufacturer supplied Heat Recovery unit(s) ,Y-branches or Header fittings, connected to (ducted, non-ducted or combination thereof) single/multiple indoor units to effectively and efficiently control the simultaneous heating and cooling operation of the VRF system.

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- b. Refrigerant pipe, y-branch, header kit, elbows and isolation ball valves shall be individually insulated with no air gaps. Joints shall be glued and sealed.
- 4. Factory installed microprocessor controls in the outdoor unit(s), HR unit(s), and indoor unit(s) shall perform functions to efficiently operate the VRF system and communicate in a daisy chain configuration between each other. Communications and cabling shall conform to RS485 standard.
- 5. Unit shall be shipped from the factory fully assembled including internal refrigerant piping, compressor, contacts, relay(s), power and communications wiring necessary.
- 6. Refrigeration circuit shall have the following components:
 - a. Refrigerant strainer(s).
 - b. Check valve(s).
 - c. Oil separator.
 - d. Accumulator.
 - e. 4-way reversing valve.
 - f. Vapor injection valve.
 - g. Variable path valve.
 - h. Oil Level sensor.
 - i. Electronic expansion valve(s).
 - j. Sub-cooler.
 - k. High and low side Schrader valve service ports with caps, or service valves.
- B. Unit Cabinet:
 - 1. Outdoor unit cabinet shall be made of 20 gauge galvanized steel with an enamel finish.
 - 2. Outdoor unit cabinet finish shall be tested in accordance with ASTM B117 salt spray test procedure.
 - 3. Front panels of outdoor units shall be removable type for access to internal components.

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C. Fan:

1. 6 ton cabinets shall be equipped with one direct drive variable speed propeller fan with Brushless Digitally Controlled (BLDC) motor with a vertical air discharge.
2. 8 to 14 ton cabinets shall be equipped with two direct drive variable speed propeller fan(s) with BLDC motor(s) with a vertical air discharge.
3. Fan(s) motor shall be equipped with permanently lubricated bearings.
4. Fan motor shall be variable speed with a maximum operating speed of 1050 RPM.
5. Fan shall have a raised guard to help prevent contact with moving parts.
6. Cabinet shall have option to change the discharge air direction from vertical to horizontal using optional factory provided air guides.

D. Condenser Coil:

1. Outdoor units shall have a factory built coil comprised of aluminum fins mechanically bonded on copper tubing.
2. Copper tubes shall have inner grooves.
3. Aluminum fins shall have factory applied corrosion resistant material.
4. Hydrophilic Coil coating shall be tested in accordance with ASTM B117 salt spray test procedure.
5. Outdoor unit coil shall be tested to a pressure of 551 psig.
6. Cabinet shall have a coil guard.

E. Compressor:

1. Units shall be equipped with two or three inverter driven twin rotary compressors.
2. Inverter driven, twin rotary compressors shall be capable of operating in a frequency range from 15 Hz to 150 Hz with control in 0.5 Hz increments.
3. Compressor(s) shall be equipped with a 60 Watt crankcase heater.
4. Compressor shall use a factory charge of Polyvinyl Ether (PVE) oil.
5. Compressor bearing(s) shall have Teflon™ coating.

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6. Compressor(s) shall be protected with:
 - a. High Pressure switch.
 - b. Over-current /under current protection.
 - c. Phase failure.
 - d. Phase reversal.
 - e. Standard, non-inverter driven compressors shall not be permitted.
- F. Oil Management: System shall have an oil management system as recommended by manufacturer.
- G. Refrigerant Management:
 1. System shall have advanced refrigerant control functions that optimize operating efficiency at all ambient operating conditions. Advanced refrigerant control functions shall include:
 - a. Accumulator shall be equipped with controls that vary the amount of refrigerant charge being circulated based on operating mode.
 - b. Outdoor unit coil shall be equipped with controls that maximizes heat transfer. Controls shall vary the coil circuiting between parallel and series configurations and be able to change flow direction in response to multiple refrigerant monitoring parameters and operating conditions.
 - c. Compressors shall be equipped with an intermediary port that introduces additional refrigerant to the compression chamber based on multiple refrigerant system monitoring parameters. This feature increases heating capacity at low ambient conditions.
- H. Sensors: Each single cabinet shall have:
 1. Suction temperature sensor.
 2. Discharge temperature sensor.
 3. High Pressure sensor.
 4. Low Pressure sensor.
 5. Outdoor temperature sensor.
 6. Outdoor unit heat exchanger temperature sensor.

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2.05 BAS INTERFACE GATEWAY

- A. Provide BTL certified BACnet Gateway allowing complete open protocol, 2 way communication between VRF system and various brands of BAS over BACnet/IP.
- B. An embedded web server shall be incorporated to facilitate troubleshooting and remote diagnostics or serve as an alternative method for manual system control whenever the BAS is offline.
- C. Interface shall be capable of controlling and monitoring up to 256 indoor units with the following functions:
 - 1. Unit Run/stop.
 - 2. Zone Controller Permit/Prohibit.
 - 3. Operation Mode Cool/Dry/Fan/Auto/Heat.
 - 4. Fan Speed Low/Medium/High/Auto.
 - 5. Temperature Setpoint with upper and lower limits.
 - 6. Room Temperature.
- D. Module shall require 120V power.

2.06 DIAGNOSTIC TOOL

- A. Provide an electronic diagnostic tool that can be connected to the VRF controls system at any unit location to provide, via a laptop computer, detailed information about the system and its components.

2.07 REFRIGERANT PIPING

- A. See Section 23 23 00, for refrigerant piping.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- B. Install ground-mounted, compressor-condenser components on a 4-inch-thick, unless otherwise indicated on the drawings, reinforced concrete base. Base shall be a minimum of 4 inches larger on each side than the unit. Concrete, reinforcement, and

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formwork, shall be as specified in Sections 03 1000, Concrete Forming and Accessories, Section 03 2000, Concrete Reinforcing, and Section 03 3000 Cast-in-Place Concrete. Coordinate anchor location and installation with concrete base.

- C. Install compressor-condenser components on restrained, spring isolators with a minimum static deflection of 1 inch. Refer to Section 23 0548, HVAC Sound, Vibration and Seismic Control. Fasten equipment and isolators with removable, cadmium-plated fasteners.

3.02 FIELD INSTALLED REFRIGERANT PIPING

- A. Connect ACR tubing to component's quick-connect fittings. Install tubing to allow access to unit.
- B. Install piping adjacent to unit to allow service and maintenance.
- C. Piping shall be copper with joints brazed with 15% silver, silphos brazing rod, with nitrogen flowing through pipe while brazing.
- D. Elbows shall be of the long radius type.
- E. Liquid and vapor piping shall be insulated with $\frac{3}{4}$ " thick closed cell rubberized insulation.
- F. Piping shall be secured to structure with straps, taking care to ensure that the refrigerant piping does not contact the structure and that the insulation is not torn.
- G. All copper piping shall be brazed while purging air with dry nitrogen gas.
- H. Initial leak test shall be performed per the manufacturer's installation guide, with dry nitrogen gas on all field installed piping simultaneously, to not less than 500 psi.
- I. Piping shall be evacuated with a triple-evacuation process, breaking with dry nitrogen between steps, to 4000 microns, 1500 microns, and finally <500 microns. Perform rise test of <500 microns for at least one hour.

3.03 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Leak Test: After installation:
 - 1. Pressure test the system with Nitrogen for (24) hours at 550 PSIG. Repair any leaks and retest until no leaks exists.

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2. Vacuum test the complete system at 500 microns for (24) hours.
 3. A factory authorized technician shall verify the leak tests were completed before charging the system.
- C. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new components, and retest.
- D. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.04 CLEAN UP

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

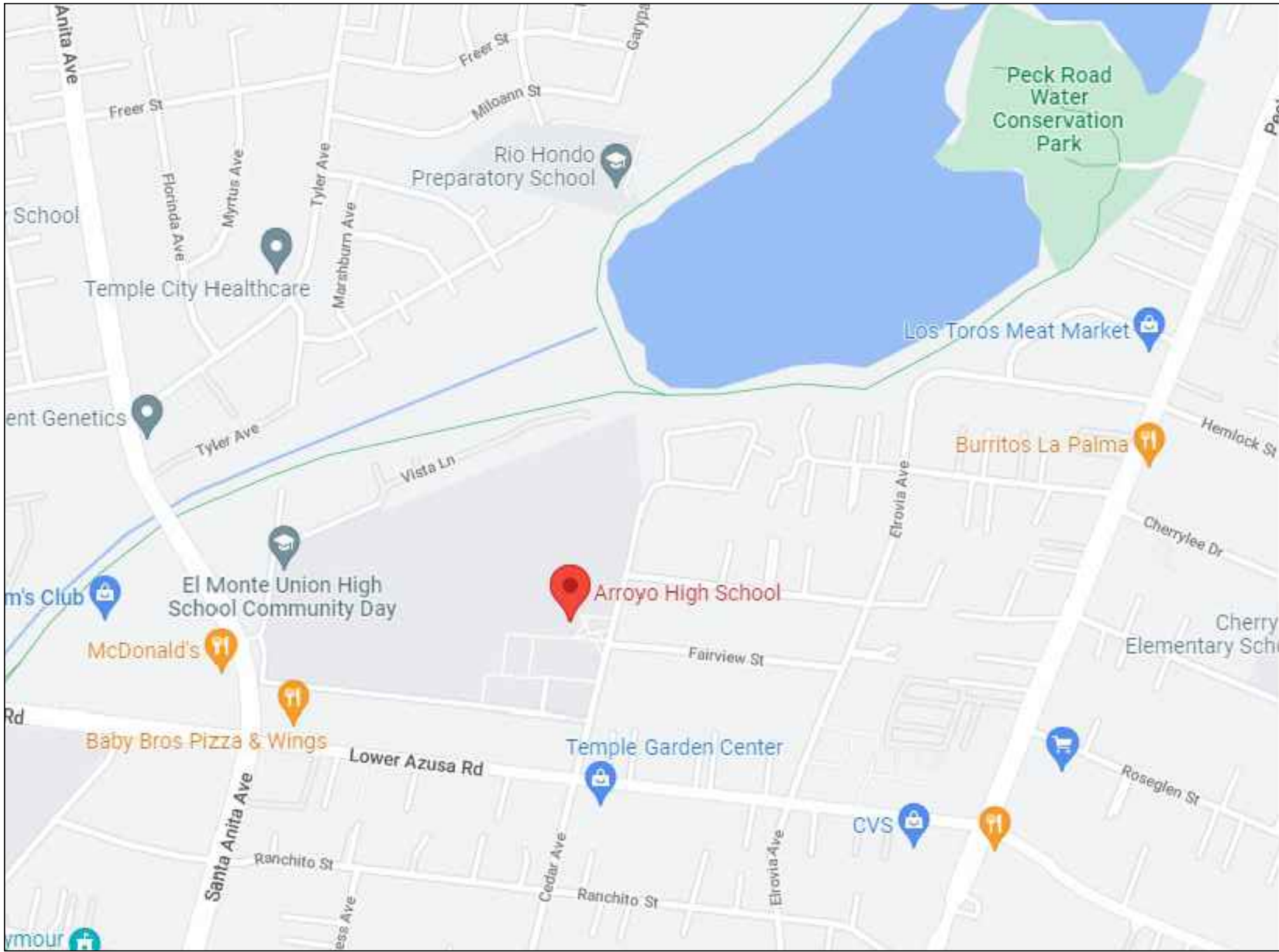
END OF SECTION

EXHIBIT "D"
SITE UTILITY PLAN

Arroyo High School

UTIL-LOCATE SUBSURFACE UTILITY MAP

VICINITY MAP



LOCATION MAP



NOTE: POTHOLING IS "HIGHLY" RECOMMENDED, THE EXPOSURE OF THE UTILITY LINE WILL ACCURATELY VERIFY EXACT, DEPTH, DIRECTION, SIZE AND MATERIAL OF THE UTILITY PIPE OR LINE. FOR AN ESTIMATE-PLEASE CALL OFFICE.



SUBSURFACE UTILITY MAP
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Email: arts@util-locate.com Web: www.util-locate.com

SUBSURFACE UTILITY MAP SYMBOLS			
Symbols	Description		
	MANHOLE		
	GREASE INTERCEPTOR		
	HANDHOLE		
	SEWER / STORM DRAIN CLEAN OUT (C/O)		
	COMMUNICATION DROP / GAS DROP / ELECTRICAL DROP / WATER DROP		
	STANDARD & PROPERTY LIGHT / YARD-LIGHT STANDARDS		
	UTILITY POLE / POWER POLE		
	PARKING LOT LIGHTS / STREET LIGHTS		
	PIPE TURNS UP / RISER / SPIGOT		
	STORM-GRATE / STORM DRAIN		
	CURB SIDE DRAIN		
	FLOOR DRAIN		
	ELECTRICAL PANEL / SERVICE BOX / COMMUNICATION PANEL		
	TELEPHONE / BLUE CODE EMERGENCY PHONE		
	GAS METER / WATER METER		
	GAS VALVE / WATER VALVE / CONTROL VALVE		
	ELECTRICAL TRANSFORMER OR PAD MOUNTED TRANSFORMER (E.P.M.T)		
	ELECT. BOX / COM. BOX / VAULTS / PULL BOX / J-BOX / CONTROL BOX		
	FIRE HYDRANT / POST INDICATOR VALVE		
	FDC (FIRE DEPARTMENT CONNECTION)		
	END OF SIGNAL / BLOCKED PASS THIS POINT		
	BACKFLOW PREVENTER		
	UTILITY LINE CUT		
	CAPPED UTILITY LINE		
	POTHOLE LOCATION		
ABBREVIATION		ABBREVIATION	
Abvr	Description	Abvr	Description
CV	Communication Vault	MTY	Empty
EV	Electrical Vault	TW	Tracer Wire
NC	Nonconductive	BFP	Backflow Preventer
MH	Manhole	N/A	Not Accessible
PB	Pull Box	UNK-I	Unknown Induction
CNO	Can not open	UNK-G	Unknown GPR
WV	Water Valve	CU	Copper
GV	Gas Valve	RC	Reclaim Water
D	Depth ±	PIV	Post Indicator Valve
PL	Plastic (Conduit or Pipe)	JT	Joint Trench
CMT	Cement	TOP	Top Of Pipe
CI	Cast Iron	ACP	Asbestos Cement Pipe
MTL	Metal	VCP	Verfirmed Clay Pipe

PREPARED FOR	
FPL and Associates, Inc.	
PROJECT ADDRESS	
4921 Cedar Ave, El Monte, CA 91732	
DATE	REVISION
09-19-22	Initial Drawing
DRAWN BY:	I.M
CHECKED BY:	A.S
SHEET No:	
Title Page	



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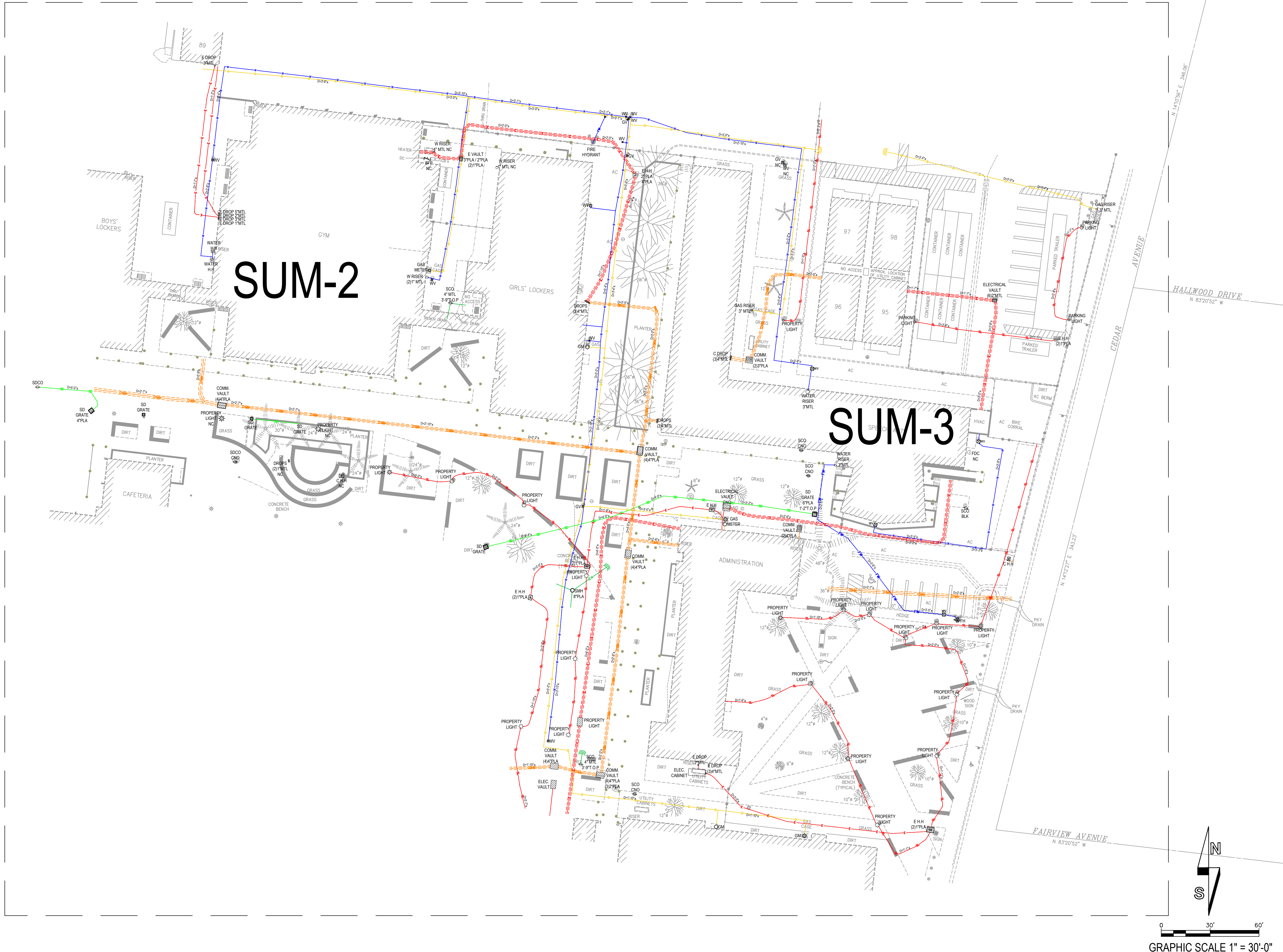
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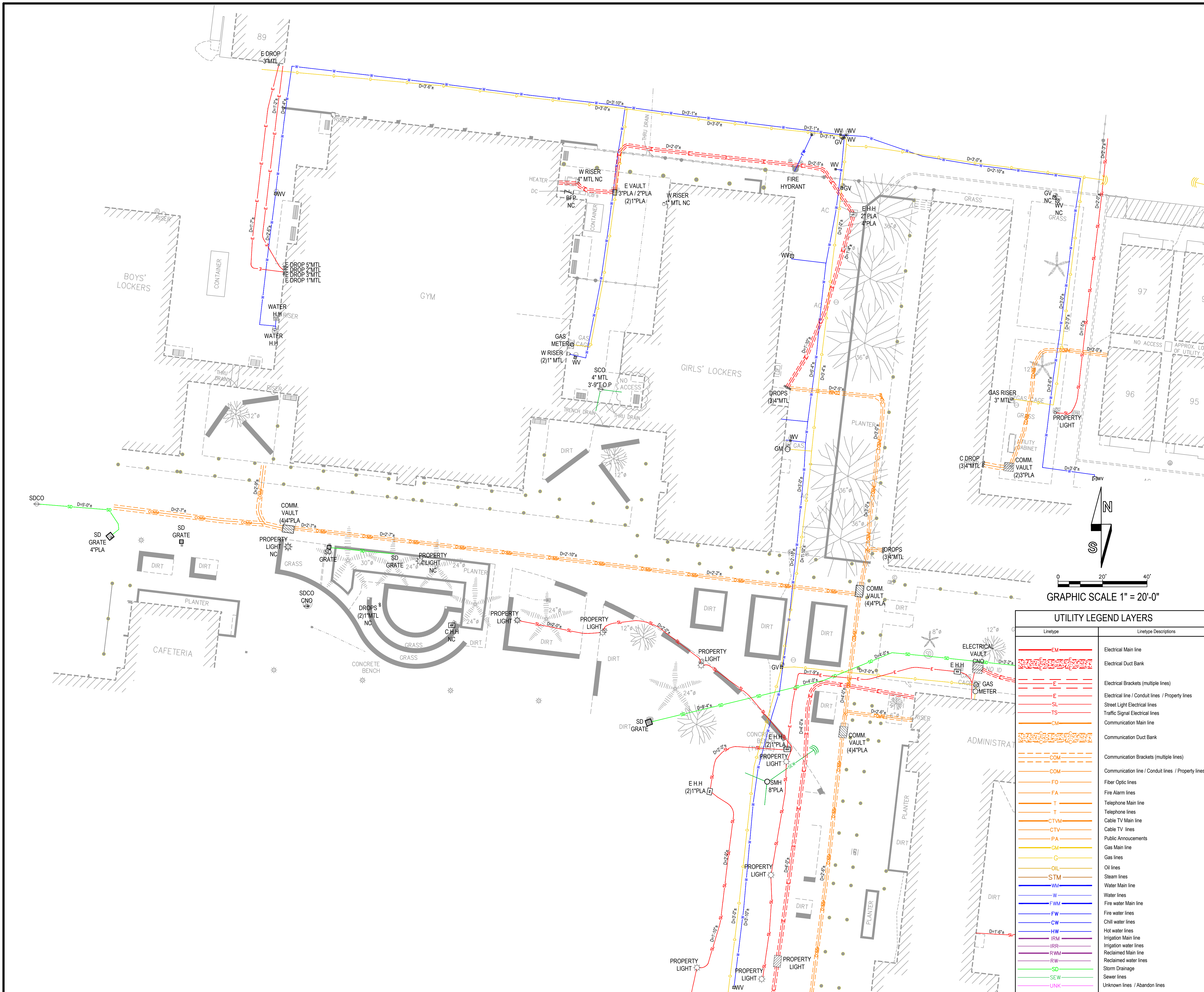
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CHECKED BY:	A.S

SHEET No:

SUM-1





UTILITY LEGEND LAYERS	
Linetype	Linetype Descriptions
EM	Electrical Main line
EDB	Electrical Duct Bank
E	Electrical Brackets (multiple lines)
E	Electrical line / Conduit lines / Property lines
SL	Street Light Electrical lines
TS	Traffic Signal Electrical lines
CM	Communication Main line
EDB	Communication Duct Bank
COM	Communication Brackets (multiple lines)
COM	Communication line / Conduit lines / Property lines
FO	Fiber Optic lines
FA	Fire Alarm lines
T	Telephone Main line
T	Telephone lines
CTVM	Cable TV Main line
CTV	Cable TV lines
PA	Public Announcements
GM	Gas Main line
G	Gas lines
OIL	Oil lines
STM	Steam lines
WM	Water Main line
W	Water lines
FWM	Fire water Main line
FW	Fire water lines
CW	Chill water lines
HW	Hot water lines
IRM	Irrigation Main line
IRR	Irrigation water lines
RWM	Reclaimed Main line
RW	Reclaimed water lines
SD	Storm Drainage
SEW	Sewer lines
UNK	Unknown lines / Abandon lines



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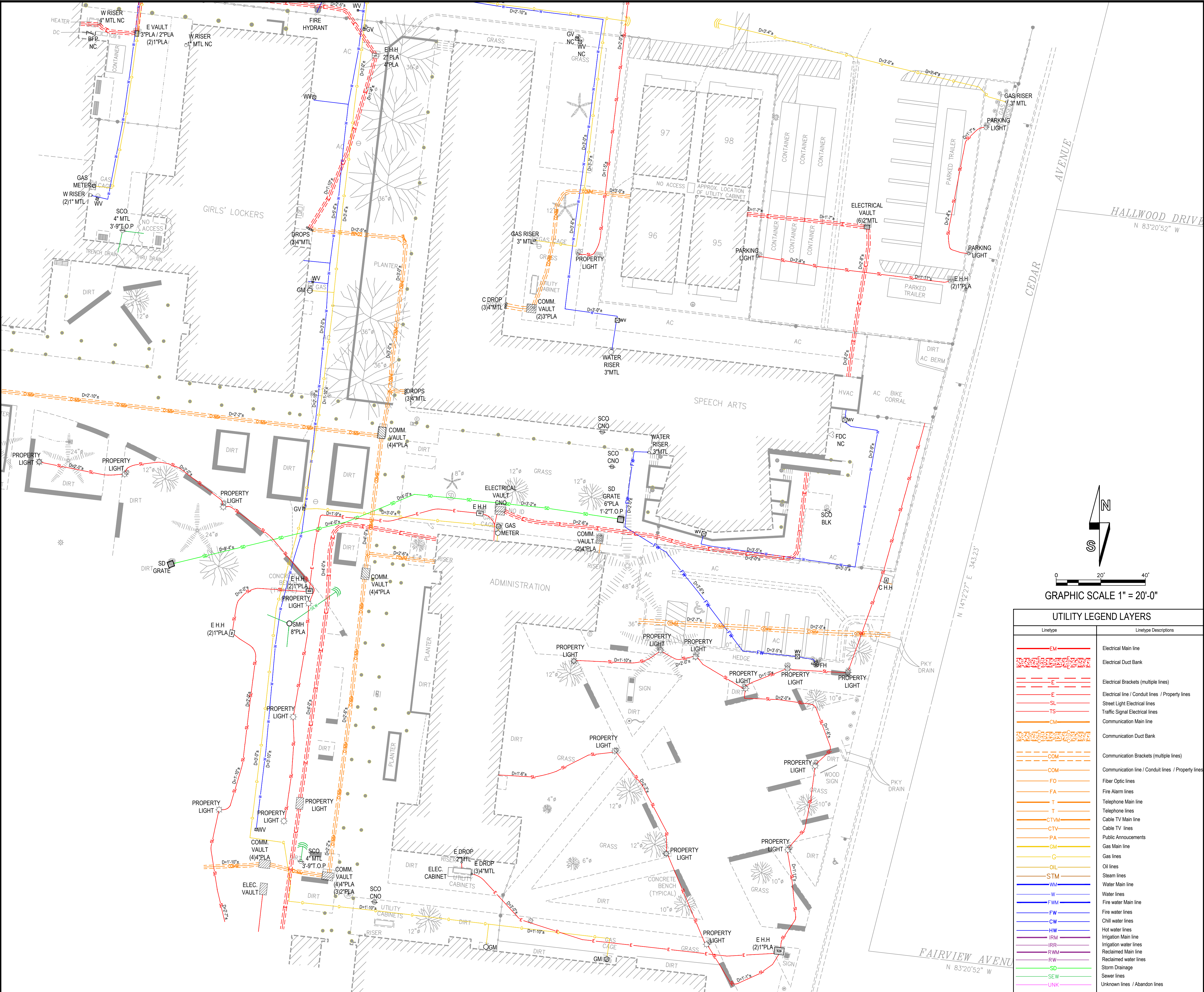
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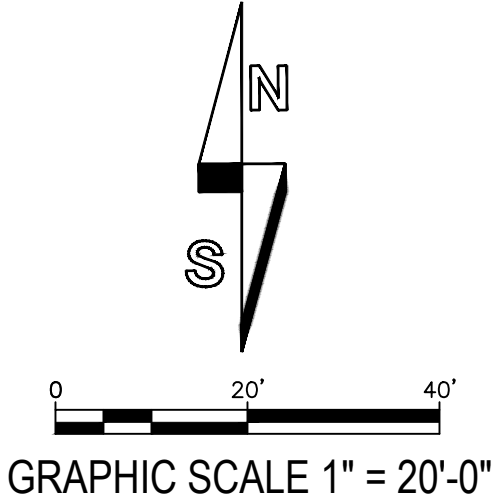
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	Communication Duct Bank
	Communication Brackets (multiple lines)
	Communication line / Conduit lines / Property lines
	Fiber Optic lines
	Fire Alarm lines
	Telephone Main line
	Telephone lines
	Cable TV Main line
	Cable TV lines
	Public Announcements
	Gas Main line
	Gas lines
	Oil lines
	Steam lines
	Water Main line
	Water lines
	Fire water Main line
	Fire water lines
	Chill water lines
	Hot water lines
	Irrigation Main line
	Irrigation water lines
	Reclaimed Main line
	Reclaimed water lines
	Storm Drainage
	Sewer lines
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