



STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

**REAL ESTATE SERVICES DIVISION
PROJECT MANAGEMENT AND DEVELOPMENT BRANCH**

PROJECT MANUAL – Book I

INTRODUCTORY INFORMATION
BIDDING REQUIREMENTS
CONTRACTING REQUIREMENTS
SPECIFICATIONS

FOR:

DSH METROPOLITAN SNF BLDG REPAIR PROJECT

DEPARTMENT OF STATE HOSPITALS

11401 BLOOMFIELD AVE

**NORWALK, LOS ANGELES COUNTY, CALIFORNIA
90650**

Suhas Karke, Project Director
West Sacramento, California

Consultants: J C Chang and Associates Inc.

May 2022

DGS00000142412C

DOCUMENT 00 01 01

PROJECT TITLE PAGE

Title: DSH METROPOLITAN SNF BLDG REPAIR PROJECT

Client Agency: DEPARTMENT OF STATE HOSPITALS

Location: 11401 BLOOMFIELD AVE, NORWALK CA ,
LOS ANGELES COUNTY, CALIFORNIA

Project Number : DGS00000142412C


Project Director : Suhas S. Karke
State of California
Department of General Services
Real Estate Services Division
Project Management and Development Branch
707 Third Street, 4th Floor
West Sacramento, California 95605
Telephone Number: (916) 279 3839
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Consultant : J C Chang & Associates Inc.
Ramy Eskander
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Torrance, California 90501
Telephone Number: (310) 212 7644
Email: REskander@jccainc.com

CERTIFICATIONS PAGE

PROJECT TITLE : DSH METROPOLITAN SNF BLDG REPAIR PROJECT
 CLIENT AGENCY : DEPARTMENT OF STATE HOSPITALS
 LOCATION : NORWALK CA, LOS ANGELES COUNTY, CALIFORNIA
 PROJECT NUMBER : DGS00000142412C
 OWNER : STATE OF CALIFORNIA
 PROJECT DIRECTOR : Suhas S Karke
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 Ramy Eskander

		
ARCHITECT	CIVIL ENGINEER	STRUCTURAL ENGINEER
ELECTRICAL ENGINEER	MECHANICAL ENGINEER	LANDSCAPE ARCHITECT

PROJECT TITLE : DSH METROPOLITAN SNF BLDG REPAIR PROJECT
 CLIENT AGENCY : DEPARTMENT OF STATE HOSPITALS
 LOCATION : NORWALK CA, LOS ANGELES COUNTY, CALIFORNIA
 PROJECT NO. : DGS00000142412C

REGULATORY REVIEWS:

<p>Office of the State Fire Marshal Reviewed, No Exception Taken Jason Chavez, DSFM III Date <u>5/11/2022</u></p>	
<p>STATE FIRE MARSHAL</p>	<p>ACCESS COMPLIANCE</p>
<p>OSHPD</p>	

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STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

DOCUMENT 00 21 00

INSTRUCTIONS TO BIDDERS

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May 2018 Edition

**DOCUMENT 00 21 00
INSTRUCTIONS TO BIDDERS**

1. GENERAL

- 1.1 Bidder shall examine these instructions carefully and be responsive to conditions with which must be complied with prior to bid.
- 1.2 Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents. Bidders may access codes included in California law through publications or through the Internet. The web site for California law is: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

2. COMPETENCE OF BIDDERS

2.1 License:

- .1 Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board.
- .2 Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

- 2.2 Prior Disqualification: Public Contract Code Section 10162 provides that a bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State or Local project because of a violation of a law or a safety regulation.

If the answer to the questionnaire included in the Bid Form is "yes" the Department will review the circumstances presented and if the Director deems acceptance of the bid is not in the best interest of the State, bid may be rejected.

- 2.3 Employment of Undocumented Aliens: Pursuant to Section 6101 of the Public Contract Code, the State may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

2.4 Contractor Registration:

- .1 Pursuant to Sections 1725.5 and 1771.1 of the Labor Code, all contractors and subcontractors must be currently registered with the Department of Industrial Relations in order to qualify 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.
- .2 Limited exceptions for Joint Venture Bidders and Projects with Federal Funds may apply pursuant to Section 1771.1 of the Labor Code.

- 2.5 Ineligible Subcontractors: Pursuant to Section 1777.1 or 1777.7 of the Labor Code, a contractor is prohibited from bidding on, being awarded or performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project. Refer to the General Conditions of the Contract for Construction, Article 4.1.3.

- 2.6 Asbestos Abatement Certification: If Contractor performs the asbestos abatement work; Contractor must be certified for asbestos abatement work by the Contractors' State License Board. If Contractor subcontracts the asbestos abatement work, Contractor need not be certified for asbestos abatement, but the subcontractor must be certified by the Contractor's State License Board.
- 2.7 Hazardous Substance Removal Certification: If Contractor performs the hazardous substance removal work or remedial action; Contractor must be certified for hazardous substance removal work by the Contractors' State License Board. If Contractor subcontracts the hazardous substance removal work or remedial action, Contractor need not be certified for hazardous substance removal, but the subcontractor must be certified by the Contractor's State License Board.

3. EXAMINATION OF BID DOCUMENTS AND SITE

3.1 Bidder's Responsibility:

- .1 Bidder shall carefully examine the Work site, Drawings, and Specifications (contract documents). This includes reference only documents that will not be part of the agreement, but are provided in addition to documents that will be part of the agreement. See the Office of State Publishing Plan Room <https://www.ospplanroom.com/> (Details tab, Documents folder) for reference only documents.
- .2 By submitting a bid, Bidder acknowledges that the Bidder understands the character, quality and quantity of surface, locations of utilities, subsurface materials, or obstacles to be encountered; insofar as this information is reasonably ascertainable from inspection of the Work site, Drawings, and Specifications.
- .3 Bidder's examination shall include all exploratory work done by the State, as well as information presented in the Drawings, Specifications, and other documents as available.

3.2 Refer to Document 00 11 00, Invitation to Bid, for availability of bidding documents.

3.3 Failure by Bidder to acquaint itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

3.4 In connection with the foregoing, Bidder's attention is invited to Paragraphs 3.1 and 9.1 of Document 00 72 00, General Conditions of the Contract for Construction.

4. DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

4.1 If discrepancies, conflicts, omissions or errors are found in the Drawings and the Project Manual prior to the date of bid opening, Bidder shall request clarification from the State's Representative identified in the Project Manual. Bidder shall submit request on Request for Bidding Interpretation Form, Appendix 00 21 00.1.

4.2 Clarifications will be given only in the form of Addenda to all Bidders.

4.3 If no Addenda are issued related to supposed discrepancy, conflict, omissions or errors in figuring the Work, Bidders shall consider that discrepancies, conflicts, or omission between Drawings and Specifications shall be governed by Paragraph 1.5 of Document 00 72 00, General Conditions of the Contract for Construction.

- 4.4 Omission of an item in either the Specifications or Drawings does not create a discrepancy or conflict.

5. BIDDING DOCUMENTS

- 5.1 Bid Form: All bids must be on the forms provided by the Department of General Services. Bid not on the forms provided will be considered nonresponsive.

- 5.2 Completing the Bid Form:

- .1 Bidder's name should be the same as listed on Bidder's license.
- .2 Price(s) shall be in the manner required by the Bid Form.
- .3 Bid Form shall be signed by Bidder or duly authorized representative.
 - 1) If Bidder is an individual, name must be shown.
 - 2) If Bidder is a partnership, name of the partnership must be shown and one or more partners shall sign the Bid Form.
 - 3) If Bidder is a corporation, name of the corporation must be shown, the state of incorporation must be listed, the title of the signor must be shown, and the corporate seal must be used.
 - 4) Bidder business and mailing address should be shown.

- 5.3 Required Listing of Proposed Subcontractors:

- .1 Failure to list kind of Work, Name, or Location shall cause the bid to be rejected as non-responsive.
- .2 Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions. See General Conditions of the Contract for Construction, Paragraph 1.1, for definition of subcontractor, and Article 4 for further reference to subcontractors.
- .3 Bidder's attention is directed to Labor Code Section 1771.1, relating to inadvertent errors in the listing of subcontractors not currently registered with the Department of Industrial Relations.

- 5.4 Bidders Security:

- .1 All bids shall be accompanied by the following forms of bidder's security: Bidder's Bond, cashier's check, certified check or cash. Bidder's Bond shall be executed by an admitted surety insurer, authorized to issue surety bonds in the State of California. Bond and checks shall be made payable to the director of the Department of General Services. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered responsive unless one of the forms of bidder's security is enclosed with it.
- .2 If Bidder's security is a Bidder's Bond, it must be executed on the form attached to the Bid Form.

- 5.5 Small Business:

- .1 A five percent (5%) small business preference will be granted to Bidders certified as "Small Business" in accordance with Section 1896 et. Seq., Title 2, California Code of Regulations.

- .2 If the Bidder is not already a Certified Small Business, applications for certification as "Small Business" must be submitted to the Office of Small Business and DVBE Certification (OSDS), 707 3rd Street, First Floor, Suite 1-400, West Sacramento, CA 95605; <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>. Firms can apply for small business certification online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.
- .3 Submit a copy of your OSDS certification letter with the Bid Form.
- .4 Pursuant to Section 1896.14, in order to receive the small business preference, bidders must have a completed application (including proof of annual receipts) on file with the OSDS. The bidder must have requested a preference from OSDS and meet all applicable requirements under the subchapter and the State Small Business Procurement and Contract Act, (including but not limited to evidence to rebut presumptions) not later than five o'clock (5:00 p.m.) on the date on which the subject bid is opened.

5.6 Non-Small Business:

- .1 The application of the five percent (5%) small business bidding preference is now extended to a bidder, whose business is not certified as a small business but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or microbusinesses.

When applicable this preference will be granted when the non-small business:

- Has been determined to be a responsible bidder and submitted a timely responsive bid.
- Completes Document 00 43 16-2 list of California Certified Small Businesses that he/she commits to subcontract with for a commercially useful function in the performance of the project and submits this document no later than forty-eight (48) hours after the time of receipt of bids. Ascertain that the Bidder's Name and project Work Order number are noted. **If bidder fails to submit a properly completed Document 00 43 16-2 within 48 hours after the time of receipt of bids, the claim for non-small business preference will be denied.**

Submit completed Document 00 43 16-2 to Department of General Services, Administration Division, Office of Business and Acquisition Services, Contract Management Section, 707 3rd Street, Suite 2-300, West Sacramento, CA 95605 or by fax to (916) 376-1778.

6. SUBMISSION OF BID FORMS

- 6.1 It is the sole responsibility of the Bidder to see that its bid is received in proper time. Bid received after scheduled closing time for receipt of bids will be returned to Bidder unopened.
- 6.2 Bid Forms shall be submitted under sealed cover, plainly identified as a bid for the work of the Project being bid upon and addressed as directed in the Invitation to Bid and the Bid Form. Failure to do so may result in a premature opening of, or failure to open such bid. Bid Forms improperly marked may be disregarded.

7. WITHDRAWAL OF BID FORMS

- 7.1 Bids may be withdrawn prior to the time fixed in the public notice for opening of bids, provided that

a request in writing, executed by Bidder or Bidder's authorized representative, for withdrawal of such bid is filed with the Administration Division, Office of Business and Acquisition Services, Contract Management Section, or the Director of General Services at the location of the bid opening. Oral, facsimile, electronic, telegraphic, or telephonic request to withdraw the Bid Form is not acceptable. Withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

7.2 This article does not authorize withdrawal of any bid after the time fixed in the Invitation to Bid for opening of bids.

8. PUBLIC OPENING OF BIDS

Bids will be publicly opened and read at time and place indicated in Invitation to Bid. Bidders or their authorized agents are invited to be present.

9. REJECTION OF IRREGULAR BIDS

9.1 Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If bid amount is changed after the amount is originally inserted, the change must be initialed.

9.2 When Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or are signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be on file with the Department of General Services prior to opening bids or shall be submitted with the Bid Form; otherwise the bid will be rejected as irregular and unauthorized.

10. COMPETITIVE BIDDING

10.1 If more than one Bid Form is offered by an individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Bid Forms may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for materials or work.

10.2 Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect awarding of the Contract is in violation of competitive bidding requirements of the State Contract Act and may render void any Contract let under such circumstances.

11. AWARD OF CONTRACT

11.1 The right is reserved to reject any and all bids and waive any irregularity in any bid received.

11.2 Award of the Contract, if awarded, will be to the lowest responsible Bidder whose Bid Form complies with all requirements prescribed.

.1 Such award, if made, will be made within 45 days after opening of bids.

.2 If lowest responsible Bidder refuses or fails to execute the Contract, the Director of General Services may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 60 days after opening of bids.

.3 If second lowest responsible Bidder refuses or fails to execute the Contract, the Director of General Services may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 75 days after opening of bids.

11.3 The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between the Department of General Services and the Bidder concerned.

11.4 When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

12. SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

12.1 Pursuant to Public Contract Code Section 3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed during the bidding period; for use in the Work, provided the Bidder complies with the following requirements:

- .1 Proposals for alternative material(s), article(s), or equipment, requested during the bidding period, shall be submitted in writing, not later than the deadline date and time identified on the Request for Bidding Interpretation (RFBI), Appendix 00 21 00.1.
- .2 The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment. Samples shall be provided when requested by the State. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment shall be upon the Bidder submitting the proposal. The State will be the sole judge as to such matters. In the event the State rejects the use of such alternative(s) submitted, then one of the particular products originally specified in the Contract Documents shall be furnished. If the proposal is accepted, all Bidders will be notified by Addendum.
- .3 Refer to the General Conditions of the Contract for Construction, Clauses 2.2.7 and 3.12.10, for substitution requests after Contract Award.

13. RETURN OF BIDDER'S SECURITY

13.1 Within 10 days after the award of the Contract, the Department of General Services will return all Bidder's security, other than Bidder's Bonds, accompanying the Bid Forms that are not to be fully considered in making the award.

13.2 Retained Bidder's security will be held until the Contract has been fully executed, after which all Bidder's security, except Bidder's Bonds, will be returned.

14. CONTRACT BONDS

Contractor will be required to furnish in duplicate the Performance Bond and Payment Bond required by the State Contract Act, each in the amount of 100 percent of the Contract amount; as set forth in Paragraph 11.3 of Document 00 72 00, General Conditions of the Contract for Construction.

15. INSURANCE

Contractor will be required to furnish to the State, concurrently with execution of the Contract, a certificate of insurance coverage as required by Paragraph 11.1 of Document 00 72 00, General Conditions of the Contract for Construction.

16. EXECUTION OF CONTRACT

- 16.1 Contract shall be signed by successful Bidder and returned within 7 days of receipt. The Contract shall not be binding upon the State until it is executed by the Contractor and the State. Contract Documents required for execution of the Contract consist of the following:
- .1 Agreement, Document 00 52 00.
 - .2 Contract Bonds.
 - .3 Certificate of Insurance.
 - .4 Signed set of Drawings and Project Manual for filing with the Contract.
- 16.2 Should Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of approval shall be considered as having been done at risk as a volunteer. In no event shall Contractor commence work until Contractor has received notification from the State that the certificate of insurance has been approved.

17. FAILURE TO EXECUTE CONTRACT

Failure to execute Contract within 7 days after successful Bidder has received Contract for execution may be cause for forfeiture of Bidder's security. Failure to provide required bonds and insurance constitutes failure to execute Contract.

18. PARTICIPATION IN DISABLED VETERANS BUSINESS ENTERPRISES (DVBE) PROGRAM

- 18.1 Pursuant to Section 10115 et seq. of the Public Contract Code, and Section 999 et seq. of the Military and Veterans Code, the Department of General Services has established an overall goal of not less than 3% participation by Disabled Veteran Business Enterprises (DVBE). However, these DVBE Participation Requirements may be modified for this project; reference Document 00 22 10 of the Project Manual for the percentage requirements.
- 18.2 Bids will only be accepted from those Bidders that certify that they have achieved the required participation, as outlined in Document 00 22 10 of the Project Manual, and as set forth in the Bid Form.
- 18.3 Applicants for DVBE certification may apply online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. DVBE applicants must submit specific support documentation to the OSDS.
- 18.4 Bidder's attention is directed to the requirement that certifications and documentation must be submitted with the bid; otherwise bids will be considered non-responsive.

BIDDERS ARE ADVISED TO COMMENCE THE REQUIRED DVBE PROCEDURES IMMEDIATELY UPON RECEIPT OF DRAWINGS AND SPECIFICATIONS, OR NOT LESS THAN THREE (3) WEEKS PRIOR TO THE BID OPENING, WHICHEVER OCCURS FIRST.

18.5 DVBE INCENTIVE

- .1 A DVBE Incentive will be granted to Bidders in accordance with Section 999.5(a) and (d) of the Military and Veterans Code and California Code of Regulations 1896.98 et seq.
- .2 The DVBE Incentive will be applied during the bid evaluation process and will only be applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE Participation

for the DVBE Incentive specified in the solicitation. Any Small Business Preference must be calculated prior to the DVBE Incentive calculation and evaluation.

- .3 The incentive will be applied when a Bidder's DVBE Participation meets or exceeds the DVBE Participation Requirement, in an attempt to displace the apparent low bidder. However, DVBE Participation of 1% or great of the value of their bid is required to qualify for the DVBE Incentive.
- .4 The percentage of DVBE Incentive will be equal to percentage of a bidder's DVBE participation (rounded to the nearest two decimal places) and subject to a minimum of 1.00% and a maximum of 5.00% and will not exceed \$500,000. Bids with DVBE Participation of greater than 5.00% will be calculated with a maximum of 5.00% Incentive and will not exceed \$500,000.
- .5 For every bidder qualifying for the DVBE incentive, the amount (dollar value) of the incentive is computed using the qualifying bidder's percentage of DVBE incentive and the lowest responsive and responsible bid price. Calculations to determine adjusted bid price are for consideration only. Bids will be awarded for the actual bid amount as verified by the State.
- .6 A certified Small Business may only be displaced by another certified Small Business with a higher percentage of DVBE participation and a lower adjusted bid price.
 - 1) A certified Small Business shall not be displaced by a non-small business.
 - 2) When applying the DVBE Incentive program, bidders claiming the "Non-Certified Small Business preference" are considered a non-small business.

END OF DOCUMENT

REQUEST FOR BIDDING INTERPRETATION (RFBI)

(Email no later than May, 19th, 2022, 5:00 p.m.)

PMDB RFBI No.: _____

Requestor RFBI No.: _____

Request Date: _____

From (Bidder): _____

To: **Suhas Karke, Project Director**
Project Management and Development Branch
Real Estate Services Division
Phone: 916-539-0030

Email: Suhas.karke@dgs.ca.gov

Contact: _____

Phone: _____

Fax: _____

Email: _____

All RFBIs received prior to deadline identified above, and responses from the State will be published on <http://www.caleprocure.ca.gov>. Click on "Start Search." In the event name field, enter the project number and click search. While viewing the Event Details, click on "View Event Package" to view RFBI responses.

Project No.: DGS00000142412C

Project Name: DSH METRO SNF Bldg Repair project

Location: Norwalk, CA 90650

Drawing Reference: _____ **Project Manual Reference:** _____

Question:

Bidder's Authorized Signature: _____

[] Check here if additional pages attached

Page 1 of _____

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following requirements supplement Document 00 21 00, Instructions to Bidders:

1. PAYEE DATA RECORD

Add the following to Sub article 6.2:

Bidders are requested to complete and return the State's Payee Data Record form, Std.204 (and Std. 205 if applicable), included with the Bid Forms. The Payee Data Record form is required in lieu of IRS W-9 when doing business with the State of California and will be used by the State to prepare tax information returns as stated on the form.

- .1 Completion and submission of the form with the Bid Forms will expedite processing of the Award of Contract.
- .2 Failure to submit the completed form with the Bid will not be cause for rejection of a Bid.
- .3 Forms of all Bidders will be kept on file by the State for use in future awarded Contracts.
- .4 Bidders who have a completed and current Payee Data Record form on file with the Department of General Services, Real Estate Services Division, Contracts Section, may so state on the form and will not be required to submit a duplicate form.
- .5 The form is subject to Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791). Refer to the Privacy Statement on the back of the form.

2. SMALL BUSINESS

Article 5.5 is removed.

3. NON-SMALL BUSINESS

Article 5.6 is removed.

4. PUBLIC BID OPENING

Article 8 is removed.

5. DVBE Incentive

Article 18 is removed.

6. COMPETENCE OF BIDDERS

Add the following Subparagraph 2.1.3 to Paragraph 2.1 of Document 00 21 00, Instructions to Bidders:

- .3 Bidders' attention is directed to Business and Professions Code Sections 7026.12 and 7057(c) which require the installation of a fire protection system to be performed only by a Contractor holding a Fire Protection specialty contractor license classification C-16. The Contractor for this Project must hold the C-16 license classification or contract directly with a first tier subcontractor with the C-16 license classification.

7. AWARD OF CONTRACT

Pursuant to Article 11 of Document 00 21 00, Instructions to Bidders, award of Contract, if awarded, will be made within 60 days, in lieu of 30 days as specified. Award period for second and third lowest responsible bidders will similarly be extended 15 days each.

END OF DOCUMENT

**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION
PROGRAM REQUIREMENTS**

Public Contract Code Section 10115 establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE) for State agencies.

DVBE participation is not required for this contract. Participation has been set at 0%. Participation above and beyond the requirement is strongly encouraged. This bid package provides information for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award.

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Bidders must fully comply with DVBE Participation Program requirements. Bidders that do not submit a complete response may find their bid determined to be non-responsive and the bid rejected.

For assistance with meeting the DVBE participation program requirements, please contact:

Department of General Services
Administrative Division
Office of Business and Acquisition Services
Contract Services Section – SB-DVBE Advocate
707 Third Street, MS 508
West Sacramento, CA 95605
Email: OBASAdvocate@dgs.ca.gov

The **Office of Small Business and DVBE Services** (OSDS) offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Services (OSDS)
707 3RD Street, 1st Floor, Room 400
West Sacramento, CA 95605-2811

Homepage: [Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise](#)

Receptionist: (916) 375-4940
FAX: (916) 375-4950
Email: OSDSHelp@dgs.ca.gov

Mailing Address:
Office of Small Business and DVBE Services (OSDS)
Room 1-400, MS 210
P.O. Box 989052
West Sacramento, CA 95798-9052

INSTRUCTIONS FOR DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

If for any reason you fail to meet the DVBE Participation Requirement for this bid, your bid will be considered non-responsive.

Meet or exceed the DVBE participation requirements for the proposed contract by one of the following two (2) ways:

1. **DVBE Bidder** - If you are a DVBE bidder, agree to perform the required percentage of the contract bid amount or value with your firm or in combination with other DVBE firms. You **must** write that commitment on Article 9.2 of the Bid Form, Document 00 41 00. Instructions on how to complete this document are on that page.
2. **Non-DVBE Bidder** - If you are a non-DVBE bidder, agree to use other firms for at least the required percentage of the contract bid amount or value. You **must** write that commitment on Article 9.2 of the Bid Form, Document 00 41 00. Instructions on how to complete this document are on that page.

DVBE Certification: OSDS-DVBE certification is the only acceptable certification. To verify if a contractor is certified refer to the Cal eProcure web-site at [The State of California Certifications](#). Bidders must provide certification verification for each participating DVBE bidder, subcontractor, and/or supplier. Applicants for DVBE certification may apply online at [Apply for or Re-Apply for Certification as a Small Business and/or Disabled Veteran Business Enterprise](#). DVBE applicants must submit specific support documentation to the OSDS.

DVBE Bid Incentive: A DVBE Incentive will be granted to Bidders who have achieved DVBE participation of 1% or greater of the value of the bid in accordance with Section 999.5(a) and (d) of the Military and Veterans Code and California Code of Regulations 1896.98 et seq. Refer to Project Manual Document 00 21 00, Article 18.5.

Pursuant to Military and Veterans Code §999.7, the awarding department shall withhold, on a contract entered into on or after January 1, 2021, ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until a prime contractor complies with the certification requirements of subdivision (d) of Section Military and Veterans Code §999.5. A prime contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, the awarding department shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

ANSWERS TO FREQUENTLY ASKED QUESTIONS:

The following questions are among the most frequently asked regarding DVBE requirements:

Q: *If I am awarded the contract, am I required to use the subcontractor/supplier proposed in my bid?*

A: Yes, unless you have requested and received approval from the State for substitution. Written requests should include the person's or firm's name to be substituted, the substitution reason, the reason a non-DVBE subcontractor is proposed, if applicable and describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity and the certification status of the firm, if any. See Title 2, California Code of Regulations, Section 1896.64 (c) & (d) for substitution criteria.

The request and the State's approval or disapproval is not construed as an excuse for non-compliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act, or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: *Who notifies the subcontractor when an award is made?*

A: Upon award to a prime Contractor, the Awarding Department notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: *What happens to bids considered non-responsive to the DVBE Participation Program requirements?*

A: Non-responsive bids are subject to rejection. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages

Q: *If I am a disabled veteran business enterprise, can I meet the percentage requirements as a single company?*

A: Yes.

Q: *If my submitted bid meets the contract goal and the State decides to make multiple awards to the bid/contract, could my bid be considered non-responsive?*

A: No. The State's decision to make multiple awards will not jeopardize bid compliance.

END OF DOCUMENT

BID FORM

THE STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROJECT MANAGEMENT AND DEVELOPMENT BRANCH

FROM: _____
(Name of Bidding Firm)

EMAIL TO: Tara.Marconi@dgs.ca.gov

BEFORE 2:00 P.M., May, 26 2022

FOR: DSH METROPOLITAN SNF BLADG REPAIR PROJECT
DEPARTMENT OF STATE HOSPITALS
NORWALK, LOS ANGELES COUNTY, CALIFORNIA
DGS00000142412C

Plainly mark outside of envelope with "Bid For"; followed by the above title and Project Number.

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Drawings and Project Manual, dated May 2022 and such addenda thereto as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site ([Prevailing Wage Requirements](#)) for General Prevailing Wage Rates as determined by the February 2022 DIR prevailing wage published rates. The Bid Price, set forth below in clear legible figures, includes the cost of Bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the Bid Price.

SCHEDULE OF WORK AND PRICES

WORK ITEM	DESCRIPTION	ITEM TOTAL IN FIGURES
1.	Performing all other work of this Project, for the lump sum of:	\$ _____
2.	Allowance(s) as specified in Section 01 21 00, not included in Work Items 1 above for the sum of:	\$200,000
COMPLETE WORK: Total of Work Items 1 and 2 for the lump sum of:		\$ _____

DETERMINATION OF BID: Determination of amount of bid will be on the basis of total sum of Work Items as verified by the State.

IMPORTANT - READ BEFORE SIGNING: Bid Form must be executed in same name-style in which the bidder is licensed. Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed. If making a bid as a joint venture, each person submitting the bid shall provide the information required below with respect to his or her licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Articles 1 through 10 on the following pages of the Bid Form. By signing, Bidder swears under penalty of perjury that the conditions of Article 2; Article 4, Paragraph 4.2; Article 7 and Article 9, Paragraph 9.2.1 are true.

Legal Name of Bidder: _____ Federal I.D. No.: _____

Contractor's License No.: _____ License Expiration Date: _____ License Classification: _____

Contractor's Public Works Registration No. (Dept. of Industrial Relations): _____

Contractor's DGS Small Business/DVBE Certification Number: _____

Business Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Business Telephone No.: _____ Facsimile No.: _____

SIGN HERE -----> _____
Signature of Bidder

Print Name and Title of Bidder

Executed this _____ day of _____, 20____ at _____, California.

ARTICLE 1 – BIDDER'S BUSINESS IDENTIFICATION

THIS BID IS SUBMITTED BY (check one):

- Individual
- Partnership
- Joint Venture
- Corporation

State in which Incorporated

NOTE: If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth on Page 1, together with the signature of a partner authorized to sign contract in behalf of the partnership; and if Bidder is an individual, that person's signature shall be placed on Page 1. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If bid is submitted by partnership or joint venture, the members are:

ARTICLE 2 – PREFERENCES AND INCENTIVES HAS BEEN REMOVED IN ITS ENTIRETY

ARTICLE 3 – BONDING ASSISTANCE

In the event Bidder has received assistance in obtaining bonding for this Project, Bidder shall set forth name and nature of firm providing such assistance. Should that firm be listed as subcontractor, Bidder shall set forth the percentage of contract to be performed by that subcontractor.

Firm Providing Assistance and Nature of Assistance

Subcontractor: Yes No Percentage _____

ARTICLE 4 – CERTIFICATIONS - BID DEPOSITORY AND FEDERAL COURT FINDINGS

4.1 By signing this Bid Form, Bidder certifies that in preparation of this Bid Form, no bid was received by the bidder from a bid depository, which depository (as to any portion of the work) prohibits or imposes sanctions for the obtaining by bidder, or the submission to bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. This certification shall constitute a warranty, the falsity of which shall entitle the State to pursue any remedy authorized by law, and shall include the right, at the option of the State, of declaring any contract made as a result thereof to be void.

4.2 By signing this Bid Form, Bidder swears under penalty of perjury that representations of the bid with respect to bidder's license are true and that no more than one final un-appealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

4.3 By signing this Bid Form, Bidder acknowledges that in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. The Bidder agrees that they are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

4.4 By signing this Bid Form, Bidder certifies they will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.

This section shall not apply to a position for which the person or the state is otherwise required by state or federal law to conduct a conviction history background check or to any contract position with a criminal justice agency, as that term is defined in Section 13101 of the Penal Code.

This section shall not apply to a person to the extent that he or she obtains workers from a hiring hall pursuant to a bona fide collective bargaining agreement.

ARTICLE 5 – STATEMENT OF COMPLIANCE - NONDISCRIMINATION

Bidder (hereinafter referred to as "prospective contractor" in this Statement), by signing this Bid Form, hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f), and CCR, Title 2, Division 4, Chapter 5, Section 8103, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program; as set forth in the General Conditions of the Contract for Construction. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical disability (cancer), age (over 40), marital status, and denial of family care leave.

ARTICLE 6 – QUESTIONNAIRE

6.1 In accordance with Public Contract Code, Section 10162, the Bidder shall complete the following questionnaire:

6.1.1 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or Local government project because of a violation of law or a safety regulation?

Yes

No

6.1.2 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever received a safety violation or failed to file notifications to the Cal-OSHA, Federal OSHA, or EPA Agencies for employee records as required by CCR, Title 8, Section 5208 and CFR 40, Part 61?

Yes

No

If the answer to either 6.1.1 or 6.1.2 above is "Yes", then give the date(s) of the citation(s) or failure to make notifications, and explain the circumstances by attachment to this Bid Form.

ARTICLE 7 – NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

By signing this Bid Form, Bidder, being first duly sworn, deposes and says that he or she is the authorized representative of the Bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and is not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

ARTICLE 8 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of the following addenda:

Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____

Failure to acknowledge on the Bid Form receipt of an addendum shall not in itself be cause for withdrawal or rejection of bids, if it can be shown that bidder did, in fact, receive such addendum prior to bid opening.

ARTICLE 9 – DVBE COMPLIANCE & PARTICIPATION SUMMARY HAS BEEN REMOVED IN IT'S ENTIRETY

ARTICLE 10 – LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter are the **name, location, license number, and registration number** of all subcontractors who will be employed, and the **kind of work** which each will perform if the contract is awarded to the undersigned. I understand that under Public Contract Code Section 4100, et. seq., I must here clearly set forth the name and location of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%), of my total bid, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act. (Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.) I also understand that listed subcontractors must be registered with the Department of Industrial Relations in order to be listed for and to engage in the performance of work on Public Works projects. Notwithstanding General Conditions Paragraph 1.1, the definition of a **SUBCONTRACTOR** for the purposes of the Subletting and Subcontracting law is as follows: A trade Contractor who is licensed with the Contractors' State License Board with an A, B, C or D classification, as defined pursuant to PCC Section 4113.

- Vendors or suppliers of materials only need not be listed.
- Any DVBE subcontractor performing work in excess of 1/2 of 1% of the bid amount **MUST** be listed below **AND** under ARTICLE 9.2.1 - DVBE PARTICIPATION SUMMARY.

Failure to list Kind of Work, Name, Location or License Number shall cause the bid to be rejected as non-responsive.

Kind of Work	Name	Location (City)	CSLB License No.	DIR Registration No.

If further space is required below, copy this page and attached hereto to be made a part of the Bid Form. Sub List Page _____ of _____

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signed

END OF DOCUMENT

BIDDER'S BOND

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

That we,

_____, as Principal,
and _____

as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of General Services, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of General Services, for certain construction specifically described as follows, for which bids are to be opened at _____
_____ (Insert place where bids will be opened) on _____ (Insert date of bid opening)
for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

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

(SEAL)

(SEAL)

(SEAL)

Name of Principal and Address for Service

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

By _____

Contractor Signature

(SEAL)

(SEAL)

(SEAL)

Name of Surety and Address for Service

By _____

Attorney-in-Fact Signature

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____ ss

On this _____ day of _____ in the year of 20__ before me, a notary public in and for the county and state aforesaid, personally appeared, _____ and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and proved to me on the basis of satisfactory evidence to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 - Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (if different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 - Entity Type**

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

 SOLE PROPRIETOR / INDIVIDUAL **SINGLE MEMBER LLC** Disregarded Entity owned by an Individual **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 - Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____

Section 4 - Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** - Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** - Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 - Certification***I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.***NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 - Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Department of General Services, Administrative Division

UNIT/SECTION

Office of Business and Acquisition Services, Contract Services Section

MAILING ADDRESS

707 Third Street, MS 508

FAX

n/a

TELEPHONE (include area code)

n/a

CITY

West Sacramento

STATE

CA

ZIP CODE

95805

E-MAIL ADDRESS

n/a

PAYEE DATA RECORD

RESDMSTR: 7.8.2021

00 45 46 - 1

DGS0000142412C

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Real Estate Services Division, Project Management and Development Branch

CONTRACTOR NAME

2. The Term of this Agreement is:

START DATE

As Identified in the Notice to Proceed

THROUGH END DATE

XXX Calendar Days, commencing on the Start Date Identified in the Notice to Proceed

3. The maximum amount of this Agreement is: \$X,XXX,XXX.XX

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Project Title	Project Title Client Address City, County, CA Project Number	
Exhibit A	Performance Bond, Payment Bond, Bid Form, and Invitation to Bid	
Exhibit B	Project Manual (except Bidding Requirements), dated XXX including the following Contract Documents: Introductory Information General Conditions of the Contract for Construction Supplementary Conditions Specifications Addenda No.	
Exhibit C	XXX Drawings, dated XXX, as listed in Document 00 01 15 of the Project Manual	

Items shown with an asterisk (), are here by incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/ols/resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION, IF APPLICABLE	

PERFORMANCE BOND TO ACCOMPANY CONSTRUCTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The State of California, acting by and through the Department of General Services has awarded to _____, a _____ existing under and by virtue of the laws of the State of California as Contractor, a contract for the work described as follows:

Project Name
Client Agency
Project Information
Reference Number, Project Number, Contract Number

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of _____ Dollars, (\$000,000) to be paid to the State or its certain attorney, its successors and assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20_____

Name of Contractor and Address for Service

By _____
Contractor Signature

_____ (SEAL)
Name of Surety and Address for Service

By _____
Attorney-in-Fact Signature

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

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____ ss

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared, _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and proved to me on the basis of satisfactory evidence to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

NOTARY PUBLIC

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)

BOND NO. _____

The premium on this bond is _____ for the term of _____ Agreement Number 20-XXXX

Know All Men By These Presents:

That the State of California, acting by and through the _____ Department of General Services, has awarded to _____ whose address for service is _____, as Principal, a contract for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and _____, a Surety Corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

 X
(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

STATE OF
CALIFORNIA Std. 807
(Rev. 10/2019)

Change Order

Date Issued: (Type Date)

Change Order No: _____

From Division: **Real Estate Services Division**
 Branch: **Project Management and Development Branch**
 Address: **707 Third Street, 4th Floor**
 City, State Zip: **West Sacramento, CA 95605**

ABMS Contract No: _____
 F\$ Contract No.: _____
 Project ID: **DGS000000XXXXXX**
 Activity ID: **CN**
 Resource Type: **CONTR**
 Category: **10000**

To: (Contractor's Name:)

 (Contractor's Address:)

 (Contractor's City/State/Zip:)

Revision No.: _____
 Date Revised: _____
 Project: _____
 Client Agency: _____
 Facility Name: _____
 Facility Location: _____

This Change Order is issued pursuant to the provisions of the General Conditions Article 6 of the Contract relating to **Changes in the Work** and shall not be effective until approved by the Department of General Services, REAL ESTATE SERVICES DIVISION. The State will issue the change order after the conditions have been agreed to. The contractor is directed to proceed with construction activities in such manner as to preclude the necessity for later altering the work in order to accomplish this change. This document must be completed in every detail, signed, dated and returned in **DUPLICATE** to the State's representative within **fifteen (15)** calendar days from the date of issue, as provided in the General Conditions of the Contract. Upon approval, a signed copy will be sent to the contractor as authority for proceeding with the changes (or as confirmation of previously issued instructions).

Change Order Description

<u>Item #</u>	<u>Description</u>	<u>Amount</u>
<i>Total this Change Order</i>		\$100,000.00

The Undersigned Contractor agrees to make this change in accordance with the printed conditions herein for
 The Additive sum of \$ _____ or deductive sum (\$ _____).

This change is approved for the sum stated above and for a time extension of _____ calendar days.

This Agreement constitutes full and final settlement for all aspects of the work described herein. As part of this agreement, Contractor waives any and all rights to claim for any delay or impact costs associated with the work described herein, including, but not limited to, inefficiency, unabsorbed and extended home office overhead and extended field office overhead.

Authorized Contractor's Signature	Title	Date

Authorized State's Representative Signature	Title	Date

Distribution of Change Order:

Originals to: 1) Contractor 2) RESD Contract Unit
Copies to: 1) Project Manager 2) State Controllers Office 3) DGS Capital Outlay Account 4) State Inspector



Document 00 72 00

General Conditions of the Contract for Construction

October 2011 Edition

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DOCUMENT 00 72 00 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - GENERAL PROVISIONS

1.1 **DEFINITIONS:** When the following terms appear in the Contract, they shall have the following meaning:

1.1.1 Acceptance of the Work: Written acceptance of the Work by the Director of the Department of General Services, State of California, or the Director's designee.

1.1.2 Act of God: An Act of God shall include only the following occurrences or conditions and effects:

- .1 Earthquakes in excess of a magnitude of 3.5 on the Richter Scale; or
- .2 Tidal waves.

1.1.3 Addendum (Addenda): A document issued by the State during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.1.4 Alternative: Refer to Approved Equal and Substitution.

1.1.5 Applicable Codes: Include, but are not limited to, applicable laws, statutes, regulations, rules, building and other codes, ordinances, rulings, and lawful orders of all public authorities having jurisdiction over the State, the Contractor, Subcontractors, the Project, the Work, or the execution of the Work.

1.1.6 Approved Equal: Material, equipment, or method approved by the State for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.

1.1.7 Agreement: The written and executed document known as Document 00 52 00, Agreement.

1.1.8 Architect or Engineer: The State, or the State's consultant listed in the Contract Documents as the designer of record responsible for the preparation and coordination of the Drawings and technical sections of the Project Manual.

1.1.9 Beneficial Occupancy: Occupancy and use by the State of all, or part, or parts, of the Work as selected by the State, prior to Completion.

1.1.10 Bidder: Any individual, partnership, corporation, association, joint venture, or any combination thereof, submitting a Bid Form for the Work.

1.1.11 Change Order: A written order issued by the State used to determine adjustments in the Contract based on:

- .1 a change in the Work,
- .2 the amount of the adjustment in the Contract Sum, and
- .3 the extent of the adjustment in the Contract Time.

1.1.12 Claim: An unresolved Dispute arising under or relating to the performance of the Contract which can only be filed after Acceptance of the Work and the final statement to the Contractor.

1.1.13 Completion: When the entire Work has been performed in accordance with the Contract requirements as delineated in the Contract Documents and Project Manual. Completion of the Work occurs when the State's final inspection has been made and all construction, services and deliverables have been fully executed as determined by the State's Representative, including but not limited to completion of all punch-list items and delivery of as-built drawings, operation & maintenance manuals, guaranties, warranties, spare parts, reports and certifications as noted in the Project Manual, Section 01 77 00.

1.1.14 Contract: The Contract Documents form the Contract for Construction. 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 by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the State and the Contractor.

- 1.1.15 Contract Documents: The Contract Documents consist of the Agreement between the State and Contractor, Payment and Performance Bonds; the Conditions of the Contract, including General, Supplementary and other Conditions; Drawings, Specifications, Addenda and Change Orders.
- 1.1.16 Contract Sum: The Contract Sum is stated in the Agreement and, including authorized adjustments by Change Order, is the total amount payable by the State to the Contractor for performance of the Work under the Contract Documents.
- 1.1.17 Contract Time: The Contract Time is the period of time, from the Start Date to the date of Completion of the Work, including authorized adjustments, allotted in the Contract.
- 1.1.18 Contractor: The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the State, identified as such in the Agreement, and referred to throughout the Contract as if singular in number. The term "Contractor" means the Contractor or the Contractor's representative.
- 1.1.19 Day: Calendar day, unless otherwise specifically defined.
- 1.1.20 Department: The Department of General Services, State of California.
- 1.1.21 Director: The Director of the Department of General Services, State of California, or the Director's designee.
- 1.1.22 Dispute: A demand during performance of the Work seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.
- 1.1.23 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, schedules and diagrams.
- 1.1.24 Emergency: A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- 1.1.25 General Notes: The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.
- 1.1.26 Guarantee: The Contractor's assurance that the Project complies with the requirements of the Contract Documents.
- 1.1.27 Official Progress Schedule: The Contractor's baseline schedule and updates accepted by the State.
- 1.1.28 Or Equal: Refer to Approved Equal.
- 1.1.29 Owner: The State of California.
- 1.1.30 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 1.1.31 Project: The total construction of which the Work performed under the Contract may be the whole or a part.
- 1.1.32 Project Manual: The volume(s) assembled for the Work which includes the Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and other information as may be listed in the Project Manual Table of Contents.
- 1.1.33 Request for Information (RFI): A written request by the Contractor submitted in a State provided format for information regarding Project specific issues.
- 1.1.34 Retention: A percentage of the Contract Sum held back upon completion of the Work, or any portion of the Work, to cover outstanding liabilities, contingencies, and the like, as specified in the Contract Documents.
- 1.1.35 Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

- 1.1.36 **Schedule of Values:** A document furnished by the Contractor to the State reflecting the portions of the Contract sum allotted for the various parts of the Work, and used as the basis for reviewing the Contractor's applications for payment request.
- 1.1.37 **Shop Drawings:** Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.
- 1.1.38 **Specifications:** That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.
- 1.1.39 **State:** The State of California acting through the Department of General Services.
- 1.1.40 **State Construction Supervisor/Inspector:** The person(s) authorized by the State to provide inspection services, field coordination and quality control during construction.
- 1.1.41 **State Contract Act:** The act which is set forth in the California Public Contract Code, Section 10100, et seq.
- 1.1.42 **State's Representative:** Person(s) authorized by the State to act on behalf of the State for the Project.
- 1.1.43 **Subcontractor:** An individual, partnership, corporation, association, joint venture, or any combination thereof, who has a direct contract with the Contractor to perform work or labor or render service in or about the Work. The term "Subcontractor" is referred to as if singular in number and means a Subcontractor or a representative of the Subcontractor. The term "Subcontractor" shall not include those who supply materials only or a separate contractor or subcontractors of a separate contractor.
- 1.1.44 **Sub-subcontractor:** A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work. The term "Sub-subcontractor" is referred to as if singular in number and means a Sub-subcontractor or a representative of the Sub-subcontractor.
- 1.1.45 **Not Used**
- 1.1.46 **Substitution:** A material and/or process offered by the Contractor in lieu of the specified material and/or process, and accepted by the State in writing as being equivalent (equal) to the specified material and/or process.
- 1.1.47 **Warranty:** A Contractor's, manufacturer's or material supplier's assurance that products and services provided meet the requirements of the Contract Documents.
- 1.1.48 **Work:** Construction, services and deliverables required by the Contract Documents and Project Manual, including labor, materials, equipment, services, and documents provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract, including but not limited to requirements such as; completion of punch-list items, as-built drawings, operation & maintenance manuals, guaranties, warranties, spare parts, reports, and certifications.

1.2 **EXECUTION, CORRELATION AND INTENT**

- 1.2.1 The Contract will not be binding on the State until appropriately endorsed by the State's legal Representative, in accordance with Public Contract Code, Section 10220.
- 1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor is familiar with the methodology under which the work is to be performed and has correlated personal observations with requirements of the Contract Documents.
- 1.2.3 The intent of the Contract Documents is to include items necessary for completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.2.4 Organization of the Specifications into Groups, Divisions, subgroups, Sections and Articles, and arrangement of Drawings shall not be the basis that Contractor utilizes in dividing the Work among Subcontractors, nor in establishing the extent of work to be performed by any trade.

1.2.5 When standards of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract Documents. When such references do not bear date of issue, current published edition at the date of the first Invitation to Bid shall be considered as part of the Contract Documents.

1.2.6 Unless otherwise stated in the Contract Documents, words and terms which have well-known or commonly accepted technical or construction industry meanings shall be used in the Contract Documents in accordance with such recognized meanings.

1.2.7 Every part of the Work shall be accomplished in workmanship-like manner by workers, laborers, or mechanics specially skilled in the class of work required. Any person the State may deem incompetent or disorderly shall be promptly removed from the Project by the Contractor upon written notice from the State, and shall not be re-employed on this Project.

1.3 **USE OF THE STATE'S DRAWINGS, PROJECT MANUAL AND OTHER DOCUMENTS:** The Drawings, Project Manual and other documents issued by the State, and copies furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of the State. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Project Manual and other documents issued by the State appropriate to, and for use in, the execution of their work under the requirements of the Contract Documents.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in the General Conditions of the Contract for Construction include those which are:

- .1 Specifically defined; or
- .2 Titles of numbered Articles; or
- .3 References to Paragraphs, Subparagraphs and Clauses; or
- .4 Titles of other documents.

1.5 CONFLICTS IN THE CONTRACT DOCUMENTS

1.5.1 In the event of conflict in the Contract Documents, the following priorities shall govern:

- .1 Addenda shall govern over other Sections of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specified.
- .2 The General Conditions of the Contract for Construction shall govern over Drawings and Specifications except for specific modifications stated in the Supplementary Conditions, and except for Addenda.
- .3 In case of conflict between the Drawings and the Specifications, the Specifications shall govern unless the requirement(s) in the Drawings is/are more stringent and/or of higher quality and/or of higher quantity.
- .4 In the case of conflict within the Drawings, the following shall govern:
 - 1) Schedules, when identified as such, shall govern over all other portions of the Drawings.
 - 2) Specific notes shall govern over other notes and all other portions of the Drawings, except schedules described in the preceding Clause.
 - 3) Larger scale Drawings shall govern over smaller scale Drawings.
 - 4) Detail Drawings shall govern over standard plates bound within the Project Manual.
 - 5) Figured or numerical dimensions shall govern over dimensions obtained by scaling.

1.5.2 Omissions: If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists accepted trade standard for good and workmanlike construction, such detail shall be deemed to have been implied by the requirements of the Contract Documents in accordance with such standard.

- .1 "Minor Detail" shall include the concept of substantially identical components, where price of each such component is small even though aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial. Quality and quantity of parts or material so supplied shall conform to trade standards and be compatible with type, composition, strength, size and profile of parts or materials otherwise set forth in the Contract Documents.

1.6 REQUESTS FOR INFORMATION, CLARIFICATION OR ADDITIONAL INSTRUCTIONS

1.6.1 Requests for Information (RFI): Should the Contractor discover conflicts, omissions, or errors in the Contract Documents, or have any questions concerning interpretation or clarification of Contract Documents, the Contractor shall immediately submit to the State in writing an RFI that complies with the following requirements:

- .1 All RFIs, whether by the Contractor, a Subcontractor or supplier at any tier, shall be submitted by the Contractor to the State.
- .2 RFIs shall be numbered sequentially and be presented in the format provided by the State.
- .3 The Contractor shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section number, article and subarticle numbers, and Contract Drawing number, and detail, or other item involved, and state why a response is required from the State.
- .4 The Contractor shall set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an understanding in each RFI.
- .5 RFIs shall be submitted in a timely manner in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
- .6 The State will review all RFIs to determine whether they are truly RFIs within the meaning of the term as defined in Paragraphs 1.1.33 and 1.6.1. RFI's which are determined to be not within the meaning of the term and/or RFIs where answers can readily be found in the Drawings and Project Manuals shall be deemed to be superfluous and the cost for reviewing these RFIs will be back-charged to the Contractor.
- .7 Responses to RFIs will be made within 14 days unless the State notifies the Contractor in writing that a response will take longer. The 14 days will begin when the RFI is received and dated by the State. Should the State respond sooner, the Contractor shall not assume that a new timeline has been established. Delays in the progress of the Work due to late submittal of RFIs by the Contractor are solely the responsibility of the Contractor.
- .8 Responses from the State will not change any requirement of the Contract unless so noted by the State in the response to the RFI.
- .9 Should the Contractor believe that a response to an RFI causes a change to the requirements of the Contract, the Contractor shall, before proceeding, give written notice to the State, indicating that the Contractor considers the State's response to the RFI to be a Change Order. An RFI will not be considered to be automatically a notice for a Change Order. The Contractor shall give separate written notice within 7 days of receipt of the State's response to the RFI. If the Contractor fails to give notice within 7 days or prior to commencement of the change, the Contractor shall forfeit the right to seek additional time or cost under Article 6.

1.6.2 Additional Detailed Instructions: The State may furnish additional detailed written and/or graphic instructions to further explain the work, and such instructions shall be a part of the Contract requirements. Should additional detailed instructions, in the opinion of the Contractor, constitute work in excess of the scope of the Work, the Contractor shall submit written notice to the State within 14 days following receipt of such instructions, and in any event prior to commencement of the work thereon. The State will then consider the notice; and, if in the State's judgment it is justified, the State's instructions will be revised or the extra work authorized in accordance with the provisions of Article 6.

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

2.1 INFORMATION AND/OR SERVICES REQUIRED OF THE STATE

2.1.1 Information and/or services under the State's control shall be furnished by the State within a mutually agreed upon response time so as to avoid delay in the orderly progress of the Work.

2.1.2 The Contractor will be furnished Drawings and Project Manuals as specified in the Contract Documents.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The State will provide administration of the Contract as described in the Contract Documents during construction, until final payment is due and during the correction period described in Paragraph 12.2 and throughout the guarantee period.

2.2.2 The State will visit the Project site appropriate to the stage of construction to become familiar with the progress and quality of the completed work and to determine if the Work is in accordance with the Contract Documents.

2.2.3 Unless so specified in the Contract Documents, the State will not have control over construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work. The State will not be responsible for the Contractor's failure to carry out the Work in accordance with the requirements of the Contract Documents. The State will not be responsible for acts, errors, or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or of any other persons performing portions of the Work.

2.2.4 Communications Facilitating Contract Administration: Communications by and with the State's consultants shall be through the State. Communications by and with Subcontractors, Sub-subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the State.

2.2.5 If the State observes work that appears to not comply with the requirements of the Contract Documents, the State will have the authority to reject the Work. Whenever the State considers it necessary or advisable for implementation of the intent of the Contract Documents, the State will require additional inspection or testing of the Work, in accordance with Subparagraphs 3.13.2 and 3.13.3, whether or not such work is fabricated, installed or completed.

2.2.6 The State will review and take action upon the Contractor's submitted Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, which remain the responsibility of the Contractor.

2.2.7 Substitutions and Approved Equals: Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the Contractor. The State will examine proposed alternatives for compliance with the Contract Documents. The proposed material(s), article(s), or equipment, will be reviewed for comparative quality, suitability, and performance against the product(s) specified in the Contract Documents. Refer to Subparagraph 3.12.10, for Substitution procedures. If Contractor's substitution is accepted, the Contractor shall be responsible for the costs of any changes resulting from the substitution, including, but not limited to redesign costs of the Project.

2.2.8 The State will conduct inspections to determine the Contractor's compliance with the Contract Documents and the date of Completion; will receive, for review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and will issue a final Payment Authorization upon compliance with the requirements of the Contract Documents and Acceptance of the Work.

2.3 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

2.3.1 If the Director deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed to comply with Public Contract Code Section 10262, or has failed in any other respect to prosecute the Work with the diligence and force specified by the Contract, the Director may:

- .1 after written notice of at least 5 days to the Contractor, specifying the defaults to be remedied, provide any such labor or materials and deduct the cost from any money due or to become due to the Contractor under the Contract; or
- .2 if the Director considers that the failure is sufficient ground for such action, the Director may give written notice of at least 5 days to the Contractor and the Contractor's sureties, that if the defaults are not remedied, the Contractor's control over the Work will be terminated.

2.3.2 Should the State exercise its rights to terminate as noted in Subparagraph 2.3.1, the State may, without prejudice to any other rights or remedies of the State and subject to any prior rights of the Surety:

- .1 terminate employment of the Contractor;
- .2 take possession of the Project site, materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor;
- .3 accept assignment of Subcontractor Agreements pursuant to Paragraph 4.4; and/or
- .4 finish the Work by whatever method(s) the State may deem expeditious and appropriate.

2.3.3 When the State terminates the Contract for reasons provided in Subparagraph 2.3.1, the Contractor shall not be entitled to receive any further payment until Completion of the Work. If the costs incurred by the State because of termination under Subparagraph 2.3.1 exceed the unpaid balance, the Contractor shall pay the difference to the State.

2.4 TERMINATION FOR THE STATE'S CONVENIENCE

2.4.1 The State reserves the right to terminate this Contract or any part thereof, due to an Act of God or for its sole convenience. In the event of such termination, the Contractor shall immediately stop hereunder and shall immediately cause its Subcontractors, Sub-subcontractors and material suppliers at any tier, to immediately stop work, leaving the site in a safe and secured condition. The Contractor shall not be paid for any work performed or costs incurred after the termination date that could have been avoided.

2.4.2 The Contractor shall be paid in accordance with the provisions of Article 8; except that the amount due the Contractor shall be based upon the State's final estimate of the Work completed, or acceptable materials furnished but not used, to the date of suspension of the Work, less any amounts required to be withheld pursuant to Article 8, and less any prior payment(s) made to, or on the account of the Contractor.

2.5 SUSPENSION BY THE STATE FOR CONVENIENCE

2.5.1 The State may, by written notice, order the Contractor to suspend, delay or interrupt the Work, in whole or in part, for such period of time as the State may determine.

2.5.2 An adjustment may be claimed by the Contractor in accordance with Article 6 and Article 7 for changes in the Work, caused by a suspension, delay or interruption. No adjustment will be made to the extent:

- .1 that Contractor's performance of the Work, is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 3 - CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and shall report to the State, in writing, any errors, inconsistencies or omissions discovered. If the Contractor performs any work knowing it involves a recognized error, inconsistency or omission in the Contract Documents, without such notice to the State the Contractor shall assume responsibility for such performance and shall bear the cost for correction.

3.1.2 The Contractor shall take field measurements and verify field conditions and shall compare such field measurements, conditions and other related information known to the Contractor with the Contract Documents before proceeding.

3.1.3 The Contractor shall promptly, and before such conditions are disturbed, notify the State in writing of:

- .1 subsurface or latent physical conditions at the site differing materially from those indicated, or
- .2 unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- .3 Hazardous materials.

3.1.4 The State will promptly investigate the conditions, and if the State finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, a Change Order will be issued in accordance with Article 6.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work. The Contractor shall be responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and for coordinating the Work under the Contract; unless otherwise noted or specified in the Contract Documents.

3.2.2 The Contractor shall be responsible to the State for acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors or material suppliers and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

- .1 Subcontractor Responsibility: The Contractor shall be responsible for the actions or inaction of Subcontractors, Sub-subcontractors or material suppliers, at all tiers, regardless of whether they are a Disabled Veterans Business Enterprise (DVBE) firm or are stipulated suppliers or sole sourced. No claim, request for equitable adjustment or Change Order request shall be submitted to the State for any action of any Subcontractor, Sub-subcontractor or material supplier, at any tier, unless the Contractor can demonstrate that the State is the proximate cause of the change or delay alleged in such request. The State will not accept any responsibility or liability for any action or inaction of any Subcontractor, Sub-subcontractor or material supplier, at any tier, except to the extent that the State is the proximate cause of the change or delay.

3.2.3 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 State, the State's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2.4 The Contractor shall be responsible for inspections of portions of the Work already completed under the Contract to determine that such portions are in proper condition to receive subsequent work. If the Contractor determines that some work performed on the Project does not comply with the requirements of the Contract Documents, the Contractor shall repair or replace such defective work at the Contractor's sole expense.

3.2.5 Until Acceptance of the Work, the Contractor shall have the charge and care thereof, and shall bear risk of injury or damage to any part of the Work by action of the elements (except for an Act of God, or natural disaster as proclaimed by the State or Federal Government), or from any other reason except for such damages as are directly caused by acts of the Federal or State Government and the public enemy, except as provided in Paragraph 8.5.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

3.3.2 Hours of Labor: Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay the State \$25 as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.

3.3.3 Prevailing Wage: The Contractor shall comply with Labor Code, Section 1774 and 1775. Pursuant to Section 1774, the Contractor and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft, in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor in violation of the provisions of the Labor Code; and, in particular, Labor Code, Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor or subcontractor. This provision shall not apply to properly registered apprentices.

- .1 Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at http://www.dir.ca.gov/DLSR/statistics_research.html. The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- .2 Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form.
- .3 If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.
- .4 The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request.

3.3.4 Travel and Subsistence Payments: The Contractor shall pay travel and subsistence payments to persons required to execute the Work as such travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.

3.3.5 Apprentices: Properly registered apprentices may be employed in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The Contractor and each Subcontractor shall comply with the requirements of Labor Code, Section 1777.5, and any related regulations regarding the employment of registered apprentices.

3.4 NONDISCRIMINATION CLAUSE

3.4.1 Definitions: As they pertain to the Standard California Nondiscrimination Construction Contract Specifications:

- .1 Administrator: The Administrator, Office of Compliance Programs (OCP), California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority.
- .2 Minority includes:
 - 1) Black (all persons having primary origins in any of the Black racial groups of Africa, but not of Hispanic origin); or
 - 2) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race); or
 - 3) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or
 - 4) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

3.4.2 Whenever the Contractor or any Subcontractor subcontracts a portion of the Work, it shall physically include in each subcontract of \$5,000 or more, the Nondiscrimination Clause in the Contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3.4.3 The Contractor shall implement the specific nondiscrimination standards provided in Clauses 3.4.6.1 through 3.4.6.5.

3.4.4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities and/or women shall excuse the Contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

3.4.5 In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees upon the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

3.4.6 The Contractor shall take specific actions to implement the Contractor's nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon the Contractor's effort to achieve maximum results from the Contractor's actions. The Contractor shall be able to demonstrate fully the Contractor's efforts under Steps .1 through .5 below:

- .1 Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and at all facilities at which the Contractor's employees are assigned to work. The Contractor, whenever possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority and/or female individuals working at such sites or in such facilities.
- .2 Provide written notification within 7 days to the Director of DFEH when the union(s) with which the Contractor has a collective bargaining agreement(s) has not referred to the Contractor a minority person and/or woman sent by the Contractor, or when the Contractor has other information that the union(s) referral process has impeded the Contractor's efforts to meet the Contractor's obligations.
- .3 Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet the Contractor's obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
- .4 Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
- .5 Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

3.4.7 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the Contractor's obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. It is the Contractor's obligation to comply.

3.4.8 The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

3.4.9 Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of Title 2, California Code of Regulations (CCR), shall create a rebuttable presumption that the Contractor is in compliance with the requirements of Government Code, Section 12990, and its implementing regulations.

3.4.10 The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religion, sex, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, or age over 40, denial of family and denial of family care leave.

3.4.11 The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to Government Code, Section 12990.

3.4.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Nondiscrimination Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code, Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code, Section 12990.

3.4.13 The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company's equal employment opportunity policy is being carried out, to submit reports relating to the provisions herein as may be required by OCP, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice

trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work is performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.

3.5 **GUARANTEE**

3.5.1 The Contractor unconditionally guarantees the Work will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of 1 year from the date of Completion of the Work of the Project, unless a longer guarantee period is specifically called for in the Contract Documents. The Contractor shall repair or replace work, or adjacent work, or both, that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to the State; ordinary wear and tear and abuse excepted.

3.5.2 The Contractor further agrees, within 14 days after being notified in writing by the State, of work not in accordance with the requirements of the Contract Documents or defects in the Work, that the Contractor shall commence and execute, with due diligence, work necessary to fulfill the terms of the guarantee. If the State finds that the Contractor fails to perform the work under the guarantee, the State will proceed to have the work completed at the Contractor's expense and the Contractor will pay costs of the work upon demand. The State will be entitled to all costs, including attorney's fees necessarily incurred upon the Contractor's refusal to pay the above costs.

3.5.3 Notwithstanding the foregoing Subparagraph, in the event of an emergency constituting an immediate hazard to health or safety of State employees, property, or licensees, the State may undertake, at the Contractor's expense and without prior notice, work necessary to correct such hazardous condition(s) when it is caused by work of the Contractor not being in accordance with the requirements of the Contract Documents.

3.6 **TAXES:** The Contractor shall pay all applicable taxes for the Work, or portions thereof provided by the Contractor, which were legally enacted as of the bid date, whether or not yet effective or merely scheduled to go into effect.

3.7 **PERMITS, FEES AND NOTICES**

3.7.1 The Contractor shall secure and pay for required permits, governmental fees, licenses and inspections necessary to complete the Work, unless otherwise provided in the Contract Documents.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the State in writing. If the Contractor performs work known to be contrary, or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without prior notice to the State, the Contractor shall assume full responsibility for the Work and shall bear the attributable costs.

3.7.4 The Contractor is not subject to municipal, county, or district laws, rules, or regulations pertaining to building permits or regulating the design or construction of buildings upon State property, except as specified in the Contract Documents.

3.7.5 The Contractor may be subject to federal, state, municipal, county, local or district laws, rules, or regulations pertaining to off-site work, such as utility connections, fire protection systems and encroachment upon federal, state, private, city or county property, including, but not limited to storm water pollution prevention plans.

3.7.6 All construction work shall comply with the California Code of Regulations, Title 24, California Building Standards Code (CBSC), and other Applicable Codes, current edition, as of the bid date or as specified in the Specifications.

3.8 **ALLOWANCES:** The Contractor shall include in the Contract Sum, Allowances in accordance with the requirements of the Specifications, Division 01.

3.9 **SUPERINTENDENT**

3.9.1 The Contractor shall employ a competent Superintendent and assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent, or the Contractor's duly appointed representative, shall be the person in charge of

the construction of the Work and shall represent the Contractor. Communications given to the Superintendent shall be as binding as if given directly to the Contractor. All communications shall be confirmed in writing by the Contractor. Should the State deem the Superintendent to be incompetent, the State has the authority to request the Contractor to replace this person.

3.9.2 Should the Contractor decide to replace the Superintendent, the Contractor shall notify the State in writing, no fewer than 14 calendar days prior to the replacement. The Contractor shall submit the name and resume of the new Superintendent with the letter.

3.9.3 At any other time when the Superintendent is absent from the Project site because no Work is being performed, the Superintendent shall nevertheless keep the State advised of the Superintendent's whereabouts so that the Superintendent may readily be reached and available for consultation at the Project site at any time.

3.10 CONTRACTOR'S PROGRESS SCHEDULE

3.10.1 Within the time frame specified in the specifications and prior to the first payment request, the Contractor shall submit to the State a Progress Schedule, including submittal schedules, prepared in accordance with the Specifications, Division 01. The Progress Schedule shall show the order in which the Contractor proposes to execute the Work, dates on which the Contractor will start each major subdivision of the Work, and projected dates of completion of each such subdivision in accordance with the requirements of the Contract Documents. The Contractor shall submit adjusted Progress Schedules, including submittal schedules, to reflect changed conditions in accordance with the requirements of the Contract Documents with each payment request.

3.10.2 The Contractor shall, unless otherwise specified in the Contract Documents, or directed by the State in writing, show in the schedule that physical construction of the Work will start within 10 calendar days of the start date stipulated in the Notice to Proceed, and show execution to Completion, in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the Contract Documents.

3.10.3 The Contractor shall provide an adequate work force, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part in accordance with the Progress Schedule and within the Contract Time specified.

3.10.4 The Contractor shall submit to the State a Schedule of Values consistent with the Progress Schedule and Article 8. The Schedule of Values will be used as a basis for payment in accordance with Article 8.

3.10.5 The State's review and acceptance of the Progress Schedule is for compliance with the requirements of the Contract Documents only. Review and acceptance by the State of the Progress Schedule does not mean approval and does not relieve the Contractor of any of the Contractor's responsibility for the accuracy or feasibility of the Progress Schedule, or of the Contractor's ability to meet the interim Project milestone dates and the date of Completion. The State's review and acceptance does not expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Progress Schedule.

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

3.11.1 The Contractor shall maintain at the Project site one record copy of the Drawings, Project Manual, Addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction; and in addition, Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the State and shall be delivered to the State upon completion of the Work.

3.11.2 Daily Records Clause: The Contractor shall prepare and maintain daily inspection records to document the progress of the Work on a daily basis. Daily Records shall include a daily accounting of labor and equipment on the site for the Contractor and Subcontractors, at any tier. Daily Records shall make a clear distinction between work being performed under Change Order, base scope work, and/or disputed work. Daily Records shall be copied and provided to the State at the end of every week, unless otherwise agreed to in writing.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (SUBMITTALS)

3.12.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate those portions of the work for which submittals are required and the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the State is subject to the limitations of Subparagraph 2.2.6.

3.12.2 The Contractor shall review, approve and submit to the State Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within the number of days set forth in the Specifications, Division 01; except finishes which shall be submitted in a sequence so as to cause no delay in the progress of the Work or in the activities of the State or separate

contractors. Submittals that are not required by the Contract Documents may be returned to the Contractor without action.

3.12.3 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the State. Such work shall be in accordance with reviewed submittals.

3.12.4 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and related field construction criteria, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Contract Documents.

3.12.5 The Contractor shall not be relieved of the responsibility for any deviation from the requirements of the Contract Documents by the State's review of submittals unless the Contractor has specifically informed the State, in writing, or as directed by the State, of such deviation at the time of submittal, and the State has given written consent to the specific deviation. The State's review shall not relieve the Contractor of responsibility for errors or omissions in submittals. Any resulting cost increase due to such a deviation shall be the sole responsibility of the Contractor.

3.12.6 The Contractor shall respond per requirements of the Contract Documents, in writing or on resubmitted submittals, to revisions other than those requested by the State on previous submittals. After the second resubmittal of a specific item, that is still not accepted, the Contractor will be charged all costs of submittal review. The charges will be deducted from the Contract Sum.

3.12.7 Informational submittals on which the State is not expected to take action, may be identified in the Contract Documents.

3.12.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the State will be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12.9 When descriptive catalog designations, including manufacturer's name, product brand name, or model number(s) are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at date of first Invitation to Bid.

3.12.10 Substitutions and Approved Equals: Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the Contractor for use in the Work, provided the Contractor complies with the Specifications, Division 01, and the following requirements:

- .1 The Contractor shall submit a proposal for the alternative material(s), article(s), or equipment, in writing, within 35 days after Contract start date stated in the Notice to Proceed. In exceptional cases where the best interests of the State so require, the State may give written consent to a submittal or resubmittal received after expiration of the time limit designated.
- .2 The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s), or equipment. Samples shall be provided when requested by the State. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment shall be upon the Contractor. The State will be the sole judge as to such matters. In the event the State rejects the use of such alternative(s) submitted, then one of the particular products originally specified in the Contract Documents shall be furnished.
- .3 If mechanical, electrical, structural, or other changes are required for installation, fit of alternative materials, articles, or equipment, or because of deviations from Contract Drawings and Specifications, such changes shall not be made without consent of the State, and shall be made without additional cost to the State.

3.13 TESTS AND INSPECTIONS

3.13.1 The Contractor shall at all times permit the State, its agents, officers, and employees to visit the Project site and inspect the Work, including shops where work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel. When the Contract Documents require a portion of the Work to be tested, such portion of work shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when the work is ready for inspection and testing. Should any work be covered without the required testing and approval, such work shall be uncovered and recovered at the Contractor's expense. Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, the Contractor shall give written notice to the State of such intention at least 48 hours prior to performing the Work, so that the State may make necessary arrangements.

3.13.2 If the State determines that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the State will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or

approval by an entity acceptable to the State, and the Contractor shall give 48 hours written notice to the State of where and when tests and inspections will be conducted so that the State may observe the procedures. The State will bear the costs except as provided in Subparagraph 3.13.3.

3.13.3 If procedures for testing, inspection or approval under Subparagraphs 3.13.1 and 3.13.2 reveal failure of a portion(s) of the Work to comply with the Contract Documents, the Contractor shall bear all costs made necessary by such failure(s) including those of repeated procedures and compensation for the State's services and expenses.

3.13.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the State within 14 days after each test.

3.14 USE OF PROJECT SITE

3.14.1 The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents.

3.14.2 The Contractor shall perform no operations of any nature on or beyond the limits of Work or premises, except as such operations are authorized in the Contract Documents, or authorized by the State.

3.14.3 The Contractor shall ensure the limits of Work to be free of graffiti or other similar defacements during the time of the Contract; if such defacement occurs, then the Contractor shall properly remove, repair, or correct the affected area(s), or as otherwise directed by the State. The Contractor shall protect exposed surfaces within the limits of Work, with anti-graffiti coatings, and maintain such protection continuously effective during the time of the Contract.

3.14.4 Prohibitions: Pursuant to Subparagraph 3.2.2., the use of alcohol and tobacco products, and the use or possession of weapons, or illegal controlled substances by the Contractor, or others under the Contractor's control, on State property is not allowed. Residing on site in temporary facilities by the Contractor, or others under the Contractor's control, is not allowed unless otherwise specified in the Specifications, Division 01.

3.15 CUTTING AND PATCHING

3.15.1 The Contractor shall be responsible for cutting, fitting or patching as required to complete the Work.

3.15.2 The Contractor shall not damage nor endanger the Work by cutting, patching or otherwise altering the construction, and shall not cut nor otherwise alter the construction without prior written consent of the State.

3.16 CLEANING UP

3.16.1 The Contractor shall keep the Project site and surrounding areas free from waste materials and/or rubbish caused by operations under the Contract and at other times when directed by the State. At all times while finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Project site the Contractor's tools, construction equipment, machinery, and any waste materials not previously disposed of, leaving the Project site thoroughly clean, and ready for the State's final inspection.

3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the State may do so and charge the cost thereof to the Contractor.

3.17 **ACCESS TO WORK:** The Contractor shall provide the State continuous and safe access to the Work. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel.

3.18 **ROYALTIES AND PATENTS:** The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and hold the State harmless.

3.19 INDEMNIFICATION

3.19.1 **Duty To Defend:** To the fullest extent permitted by law, the Contractor shall defend the State and any officer or employee of the State from and against suits filed against the State alleging claims, (including costs of attorneys fees) by reason of liability imposed by law and claims, including but not limited to, claims of personal injury, death, damage to property and loss of use thereof, or any claims arising out of the Contractor's performance of the Contract, or damages of other relief based on allegations of the failure of the Contractor, or the Contractor's Subcontractors to properly perform their obligations under the Contract, of the Contractor's violations of any legal duties, even if the allegations of any suit are groundless, false or fraudulent, and the Contractor

may make such investigation and settlement of any suit as the Contractor deems expedient. This duty to defend is separate and independent from the Contractor's duty to indemnify and hold harmless the State from such claims. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract.

3.19.2 **Duty to Indemnify:** To the fullest extent permitted by the law, the Contractor shall hold harmless and indemnify the State and any officer or employee of the State from and against claims, losses and expenses (including costs of attorneys fees) by reason of liability imposed by law for claims, including but not limited to, claims of personal injury, death, damage to property and loss of use thereof, or any claims arising out of the Contractor's performance of the Contract, or damages or other relief based on allegations of the failure of the Contractor, or the Contractor's Subcontractors to properly perform their obligations under the Contract, or the Contractor's violations of any legal duties. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract.

3.20 **AIR POLLUTION:** The Contractor and Subcontractors shall comply with State and/or local air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract. If there is a conflict between the State and local air pollution control rules, regulations, ordinances and statutes, the most stringent shall govern.

3.21 **CERTIFICATION BY CONTRACTOR OF RECYCLED CONTENT:** The Contractor shall certify in writing, under penalty of perjury, to the State, the minimum, if not exact, percentage of recycled content, both postconsumer material and secondary material, as defined in Public Contract Code Sections 12153 and 12200 and 12209, in materials, goods, or supplies offered or products used in the performance of the Contract, regardless of whether the product meets the required recycled percentage as defined in Sections 12153 and 12200 and 12209. The Contractor may certify that the product contains zero recycled content.

3.22 **UNFAIR BUSINESS PRACTICES:** The Contractor agrees and will require the Subcontractors and suppliers to agree to assign to the State all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), or under the Cartwright Act (commencing with Section 16700 of the Business and Professions Code), arising from the purchase of goods, services or materials, pursuant to the Contract Documents or subcontract thereunder. An assignment made by the Contractor, and additional assignments made by Subcontractors and suppliers, shall be deemed to have been made and will become effective at the time the State tenders final payment to the Contractor, without further acknowledgment of the parties.

3.23 **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code Section 7110, that: (a) the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) the Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.24 **NOT USED**

3.25 **CONTRACTOR REQUIRED NOTIFICATION OF CHANGES:** The Contractor shall notify the State's Representative in writing of any change to Contractor's name, status, or information including but not limited to:

1. Name
 - a. An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of Contractor's notification and legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
 - b. The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's change of name and subsequent amendment processing.
2. Address/Location
3. Federal Employer Identification Number (FEIN)
4. Type of Organization or Legal Status – including:
 - a. Corporate
 - b. Partnership
 - c. Individual/Sole-Ownership
 - d. Joint Venture
 - e. Limited Liability Company
 - f. DBA
5. Ownership
6. Officers or Key Personnel
7. License
8. Other (Bankruptcy, Etc.)

Contractor shall immediately provide an updated Standard Form 204 (IRS/FTB form) to the Contracts Management & Procurement Services Section within five (5) calendar days of any such relevant change.

The State shall not be liable for penalties or interest on payments which are delayed do to Contractor's lack of proper or timely notice and documentation of a relevant change in status which impacts the State's ability to pay.

Contractor shall submit the firm's status change in writing including the Contract Number, Project Title and all necessary backup and legal documentation to support the status change to:

The State Department of General Services
Real Estate Services Division
Contracts Management & Procurement Services Section
707 Third Street, Suite 2-350
West Sacramento, CA 95605

ARTICLE 4 - SUBCONTRACTORS

4.1 SUBLETTING AND SUBCONTRACTING

4.1.1 The Contractor shall adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code, Section 4100. Subcontractor substitutions shall be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code, Section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action as provided by the Subletting and Subcontracting Fair Practices Act.

4.1.2 The Contractor shall be responsible for the Work. Persons engaged in the Work of the Project are the responsibility and under the control of the Contractor. The Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under the Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the State, the Contractor shall remove such Subcontractor immediately upon written request notice from the State, and the Subcontractor shall not again be employed on the Project. Although Specification Sections of the Contract Documents may be arranged according to various trades or general grouping of work, the Contractor is not obligated to sublet work in any manner. The State will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

4.1.3 The State may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a public works project.

- .1 Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

4.2 SUBCONTRACTUAL RELATIONS

4.2.1 The Contractor shall make available to each proposed Subcontractor, prior to the execution of a Subcontractor 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 Subcontractor Agreement which may or may not be at variance with the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall, by Subcontractor Agreement, require each Subcontractor, to the extent of the work to be performed by the Subcontractor:

- .1 To be bound to the Contractor by terms of the Contract.
- .2 To assume toward the Contractor the obligations and responsibilities which the Contractor, by the Contract, assumes toward the State.
- .3 To preserve and protect the rights of the State under the Contract Documents with respect to the work to be performed by the Subcontractor.
- .4 To be allowed, unless specifically provided otherwise in the Subcontractor Agreement, the benefits of rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the State.
- .5 To enter into similar agreements with Sub-subcontractors.

4.2.2 Subcontractor Payments: The Contractor shall pay the Contractor's Subcontractors for work performed no later than 10 days after receipt of each progress payment. If there is a good faith dispute over all or any portion of the amount due a Subcontractor on a progress payment, the Contractor may withhold no more than 150 percent of the disputed amount. This provision shall apply to Sub-subcontractors also. A violation of these requirements invokes the payment and penalty provisions of Public Contract Code, Section 10262 and Section 10262.5.

4.3 **DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM:** Pursuant to Public Contract Code (PCC) Section 10115 et. seq., the Contractor shall use, employ and utilize Disabled Veteran Business Enterprise (DVBE) subcontractors, sub-subcontractors or material suppliers who were listed in their bid documents for DVBE Program participation, to the full extent of the amount of money and/or percentage of commitment manifested in the bid documents. If the Contractor wishes to substitute any listed DVBE subcontractors, sub-subcontractors or material suppliers for just and legal cause, the Contractor shall follow the dictates of PCC Sections 4107 and 10115.12b, as well as Military and Veterans Code (M&VC) Section 999.5(e) and California Code of Regulations, Title 2, Section 1896.64. The DVBE may only be replaced by another DVBE and shall obtain the written authorization of the State prior to any such substitutions. The Contractor shall not unilaterally substitute a listed DVBE subcontractor, sub-subcontractor or material supplier. Failure of Contractor to seek substitution and adhere to the DVBE participation requirement identified in the bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC Section 999.9; PCC Sections 4110 and PCC Section 10115.10.

4.4 **CONTRACT ASSIGNMENTS:** Performance of the Contract may not be assigned except upon written consent of the State. Consent will not be given to an assignment which would relieve the Contractor or the Contractor's Surety of their responsibilities under the Contract.

ARTICLE 5 - CONSTRUCTION BY THE STATE OR BY SEPARATE CONTRACTORS

5.1 STATE'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

5.1.1 The State reserves the right to perform work or operations related to the Project with the State's own work force, and to award separate contracts in connection with other portions of the Project, and other construction or operations on the Project site or adjacent to the Project. The Contractor shall at all times conduct the Work so as to impose no hardship on the State or others engaged in work on the Project, nor to cause any unreasonable delay or hindrance to the Project.

5.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate contract. Each contractor is the intended third part beneficiary of other contracts for the Project.

5.1.3 The Contractor shall not cause unnecessary hindrance or delay to another contractor working on or near the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other separate contract or contracts, the State will decide which contractor may proceed.

5.1.4 Costs caused by defective or ill-timed work shall be borne solely by the responsible contractor.

5.2 MUTUAL RESPONSIBILITY

5.2.1 The Contractor shall cooperate fully with the State and separate contractors with regard to the execution of their work as follows:

- .1 The Contractor shall cooperate fully with the State and all separate contractors with regard to introduction and storage of their materials and equipment.
- .2 The Contractor shall coordinate with the State and separate contractors with regard to construction scheduling and sequence of operations, subject to approval of the State.
- .3 Each contractor shall monitor the schedule and progress of each other contractor whose work affects its work, and shall provide timely notice to the State of potential problems of interface so that the State can mitigate the problem.
- .4 The Contractor shall properly connect the Work to the work of the State or the separate contractors.
- .5 The Contractor shall inspect the work of the State or other contractors affecting the Work and promptly report to the State in writing irregularities or defects in the separate work, which renders it unsuitable for reception or connection of the Work.
- .6 Failure of the Contractor to inspect and report shall constitute acceptance of the other work as fit and proper to receive the Work, except as to defects which may develop in the other work after execution of the Contractor's Work.

5.2.2 Claims Between Separate Contractors:

- .1 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, mediation or arbitration, if they will so settle.
- .2 If such separate contractor sues the State or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the State will notify the Contractor who shall defend such proceedings at the Contractor's sole expense.
- .3 The Contractor shall pay or satisfy any judgement or award against the State, arising therefrom. In addition, the Contractor shall pay the State for attorney's fees, court, arbitration or mediation costs and additional administrative, professional, consultant, inspection, testing and other service costs which the State has incurred.

5.2.3 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to any completed or partially completed construction or to any property of the State or separate contractors as provided in Subparagraph 10.1.6.

5.2.4 Cutting and Patching Under Separate Contracts: The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work, except as otherwise specifically provided for in the Contract Documents. The Contractor shall not endanger any work of the State or of any other contractor by cutting, excavating, or otherwise altering any work, except with the written consent of the State.

5.3 **STATE'S RIGHT TO CLEAN UP:** If a dispute arises among the Contractor, separate contractors and/or the State as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish as described in Paragraph 3.16, the State may clean up and allocate the costs among those responsible.

ARTICLE 6 - CHANGES IN THE WORK

6.1 GENERAL

6.1.1 The State may order changes, including but not limited to, revisions to the Contract Documents, performance of extra work, and the elimination of work, without invalidating the Contract. Orders for such changes will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. Contract Time and Contract Sum will be adjusted, by written Change Order for changes which materially increase or decrease the time or cost or performance.

- .1 Proposed Change Order: The Contractor will be issued a written proposed Change Order by the State describing the intended changes to the Work.
- .2 Timeline: Within 14 days the Contractor shall submit to the State the Contractor's proposed cost estimate to be added or deducted from the Contract Sum due to the change, authenticated in full by completely detailed estimates and other authenticators of the cost by the Contractor, Subcontractors, Sub-subcontractors, vendors or material suppliers, and any adjustments of time of Completion of the entire Work that is directly attributable to the State's proposed Change Order.
- .3 Agreement: If an agreement is reached as to the adjustment in compensation for performance of changed Work, but an agreement is not reached as to the adjustment of Time for such Work, then the Contractor shall proceed with the Work at the agreed cost, reserving to the Contractor the right to further pursue the Contractor's claim for adjustment of time in accordance with Paragraphs 7.4 and 9.1.
- .4 Failure to Submit Cost Estimate: If the Contractor fails to submit the cost estimate within the 14 days timeline, or there is failure to agree to the Cost, then the State shall have the right to issue an order in writing to the Contractor to commence Work immediately, and the Contract Sum shall be changed in accordance with the State's estimate of cost, unless, within 14 days following completion of the added Work or with written notice to delete the Work, the Contractor submits to the State written proof that the State's estimate is in error.

6.1.2 The Contractor, when ordered by the State, shall proceed with changes before agreement is reached on adjustment, if any, in compensation or time for performance, and shall furnish to the State records as specified in Clause 6.2.1.3. If the Contractor fails to provide such records, the State's records will be used for the purpose of adjustment, if any, in Contract Time and Contract Sum.

- .1 Contractor may make payment requests for such work.

6.1.3 The Contractor will forfeit compensation for cost and /or time for proceeding with changes to the Work without written authorization from the State. The Contractor shall notify the State, in writing, and request an evaluation whenever it appears a change is necessary. This written notice shall be made within 24 hours of such discovery. If the State concurs with the Contractor's request for a change to the Work, the State will follow the procedures under Article 6. Delays as a result of these requests will be the

responsibility of the Contractor.

6.2 CHANGE ORDER

6.2.1 Methods used in determining adjustments to the Contract Sum shall be based on one of the following methods:

- .1 By mutual acceptance of a lump sum increase or decrease in costs. Upon the State's written request, the Contractor shall furnish a detailed estimate of increase or decrease in costs, together with cost breakdowns and other support data within the time specified in such request. The Contractor shall be responsible for any additional costs caused by the Contractor's failure to provide the estimate within the time specified.
- .2 By the State, on the basis of the State's estimate of increase or decrease in the costs.
- .3 By the State, whether or not negotiations are initiated as provided in Clause 6.2.1.1, by actual and necessary costs, as determined by the State, on the basis of records. Beginning with the first day and at the end of each day, the Contractor shall furnish to the State detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the changes. Such records shall be on a form acceptable to the State. Such records shall be signed by the Contractor and, when agreed to by the State, will become the basis for compensation for the changed work. Such agreement shall not preclude subsequent adjustment based upon later audit by the State.
- .4 By unit prices stated in the Contract Documents, or subsequently agreed upon.
- .5 By a manner agreed upon by the State and the Contractor.

6.2.2 Allowable Costs: The only costs which will be allowed due to changes in the Work shall be computed in the following manner:

- .1 Labor: Compensation for labor shall include the applicable payroll cost for labor, including first level supervision providing physical construction labor directly engaged in performance of the changes. Others, who may be involved in the preparation of the change order, including, but not limited to supervisors, superintendent, engineers, or estimators, shall be considered as overhead costs under Clause 6.2.2.4. Payroll cost for labor shall be the General Prevailing Wage Rates applicable for this project and in the locality for performance of the changes. In addition to the published rates, only social security, worker compensation, state and federal taxes shall be included in the total payroll cost. Other costs shall be considered as mark-ups under Clause 6.2.2.4. Use of a classification which would increase labor costs will not be permitted.
- .2 Materials and Equipment: Compensation for materials and equipment shall include the necessary costs for materials and equipment directly required for performance of the changes. Cost of materials and equipment may include costs of transportation and delivery. If discounts by suppliers are available to the Contractor, they shall be credited to the State. If materials and equipment are obtained from a supply or source owned by, or in part, by the Contractor, payment therefore will not exceed current wholesale prices for such materials and equipment. If, in the opinion of the State, the cost of materials and equipment is excessive, or if the Contractor fails to furnish satisfactory evidence of costs from supplier, the cost of materials and equipment shall be the lowest current wholesale price at which similar materials and equipment are available in quantities required. The State reserves the right to furnish materials and equipment required for performance of the changes, and the Contractor shall have no claim for costs or mark-ups on such materials and equipment.
- .3 Construction Equipment:
 - .1 Compensation for construction equipment shall include the necessary costs for use of construction equipment directly required for performance of the changes. Any use for less than 30 minutes shall be considered one-half hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on stand-by, for any reason, unless such times have been approved in advance by the State. Rental time for construction equipment moved by its own power shall include the time required to move construction equipment to the Work site from the nearest available source for rental of such equipment, and time required to return such equipment to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any work other than the changes. No allowance will be made for individual pieces of construction equipment and tools having a replacement value of \$500 or less. No construction equipment costs will be recognized in excess of rental rates established by distributors or equipment rental agencies in the locality for performance of the changes.
 - .2 Unless otherwise approved by the State, the allowable rate for use of construction equipment shall constitute full compensation to the Contractor for cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the Contractor incidental to the use

of such construction equipment.

- .4 Mark-Ups for Added Work:
- .1 General: The following allowance for mark-ups for performance of the changes shall constitute full compensation for additional field and home office overhead, profit, insurance, taxes (excluding sales taxes for materials incorporated into the project), and bonds, and other costs not covered under Clauses 6.2.2.1 through 6.2.2.3.
 - .2 Contractor: When work is added, the Contractor may claim mark-up in addition to authorized allowable costs, a reasonable sum as compensation for the items identified in 6.2.2.4.1 above, subject to proof of entitlement based on actual job costs, actual job experience, the Contractor's bidding data, and industry custom and practice. Under no circumstance can this sum exceed the following percentages:
 - .1 Contractor Labor : 21 percent, includes bond cost.
 - .2 Contractor Materials and Equipment : 16 percent, includes bond cost.
 - .3 Subcontractor Work : 6 percent of Subcontractor's costs, includes bond cost.
 - .1 Calculations of the Contractor's allowable 6 percent mark-up of the Subcontractor's Work shall not include the Subcontractor's allowable mark-up. Compounding of mark-up is not allowed.
 - .3 Subcontractors: When work is added, the Subcontractor may claim mark-up in addition to authorized allowable costs, a reasonable sum as compensation for the items identified in 6.2.2.4.1 above, subject to proof of entitlement based on actual job costs, actual job experience, the Subcontractor's bidding data, and industry custom and practice. Under no circumstance can this sum exceed the following percentages:
 - .1 Subcontractor Labor : 20 percent
 - .2 Subcontractor Materials and Equipment : 15 percent
 - .3 The aggregate mark-ups for all Subcontract tiers shall not exceed 20 percent for labor and 15 percent for materials and equipment. Compounding of mark-up is not allowed.
- .5 For Deleted Work: When the State is entitled to a credit for deleted work, the credit shall include direct labor, materials, and supervision plus overhead of the Contractor or Subcontractor, as applicable for the deleted work. Deleted overhead shall be computed as no less than 5 percent of the direct labor, materials, and supervision, and should reflect the actual savings to the Contractor resulting from the deletion based upon actual job prices for the work at issue, actual job experience, the Contractor's bidding data for the project and industry custom and practice. For example, if a \$10,000 item of work is deleted, the credit to the State would be no less than \$10,500.
- .6 For Combination of Added and Deleted Work: For Change Orders that involve both added and deleted work, the Contract Sum will be adjusted based on the following computation: Cost before mark-ups of added and deleted work shall each be separately estimated. If a difference between costs results in an increase to the Contract Sum, a mark-up for added work shall be applied to the difference. If a difference in costs results in a decrease, then the 5 percent credit to the State for deleted overhead set forth above shall be applied to the difference.
- .7 General Limitations: Costs to the Contractor for changes which exceed market values prevailing at the time of the change will not be allowed unless the Contractor establishes that all reasonable means for performance of the changes at prevailing market values have been investigated and the excess cost could not be avoided. Notwithstanding actual charges to the Contractor on work performed or furnished by others, no mark-ups will be allowed in excess of those specified in Clause 6.2.2.4 above.

6.2.3 Cost Disallowance: Costs which will not be allowed or paid in Change Orders or Claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; Claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals concerning Change Orders which are not issued by the State; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; the costs of corporate officers or staff visiting the site or participating in meetings with the State; any compensation due to the fluctuation of foreign currency conversions or exchange rates; or loss of other business.

6.3 **ACCEPTANCE OF CHANGE ORDERS:** The Contractor's written acceptance of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of Claims in connection therewith, whether direct, indirect, or consequential in nature.

6.4 **EFFECT ON SURETIES:** Alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing consent of Surety(s) on Contract Bonds.

ARTICLE 7 - TIME

7.1 NOTICE TO PROCEED

7.1.1 The Contractor will be notified of the Contract start date as stated in the Notice to Proceed. Notwithstanding other provisions of the Contract, the State will not be obligated to accept or to pay for work furnished by the Contractor prior to the start date stated in the Notice to Proceed whether or not the State has knowledge of the furnishing of such work. The Contractor shall not be allowed on the site of the Work until the Contractor's Contract bonds and certificates of insurance comply with requirements of the Contract.

7.1.2 Work under the Contract shall be conducted in accordance with Paragraph 3.10. The Contractor shall not begin any Work until authorized in writing by the State.

7.2 **CONTRACT TIME:** The Contract Time is the period set forth in Document 00 73 00, Supplementary Conditions. The start and completion dates will be stated in a Notice to Proceed. It is essential that the Project be completed within the time fixed for Completion in Document 00 73 00 or liquidated damages will be assessed for delay. All portions of the Work shall be completed and shall be ready for full use by the State on, or prior to, the date of Completion.

7.2.1 Time is of the essence in this Contract.

7.3 **LIQUIDATED DAMAGES:** For every day that the Work remains unfinished after the time fixed for Completion in the Contract Documents, as modified by any approved extension of time, damage will be sustained by the State. Because of the difficulty in computing actual material loss and disadvantages to the State, it is determined in advance that the Contractor will pay the State the amount of damages set forth in the Agreement, as representing a reasonable forecast of actual damages which the State will suffer by failure of Contractor to complete the Work within the time fixed for Completion in the Contract. Execution of the Agreement shall constitute acknowledgment by the Contractor that the Contractor agrees that the State will actually suffer damages in the amount fixed for every Day during which Completion of the Work is avoidably delayed beyond the time fixed for Completion in the Contract.

7.4 TIME EXTENSIONS

7.4.1 Request for Time Extension: In the event the Contractor requests an extension of Contract Time for unavoidable delay, the Contractor shall furnish such justification and supporting evidence as the State may deem necessary for the determination as to whether the Contractor is entitled to an extension of Contract Time. The Contractor shall submit justification in writing no later than 7 days after the initial occurrence of any delay. The justification shall be based on the Official Progress Schedule as updated at the time of occurrence of the delay or execution of work related to any changes to the scope of the Work. The justification shall include, but is not limited to the following information:

- .1 Duration to perform activity(ies) relating to changes in the Work and resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- .2 Logical ties to the Official Progress Schedule for proposed changes or delay showing activity(ies) in the schedule start or completion dates are affected by the change or delay.

7.4.2 The State, upon receipt of such justification and supporting evidence, shall make its finding of fact. The State's decision shall be final and conclusive and the State will advise the Contractor in writing of such decision. If the State finds that the Contractor is entitled to an extension of Contract Time, the State's determination as to the total number of extension days shall be based upon the latest updated version of the Official Progress Schedule. Such data will be included in the next monthly updating of the schedule.

7.4.3 Time Extensions: For delays that the State agrees are unavoidable, and are Justified in accordance with Subparagraph 7.5.2, the Contractor shall, pursuant to the Contractor's application, be allowed an extension of time beyond the Contract Time. During such extension of time, neither extra compensation for engineering and inspection nor liquidated damages will be charged to the Contractor. Time extensions shall be granted only for delays or changes that extend the Completion date, based on the latest accepted updated version of the Official Progress Schedule. Time extensions for delays and changes shall not exceed one day for each day that the Contract Completion date of the Official Progress Schedule is extended by this change or delay.

7.5 DELAYS IN COMPLETION OF THE WORK

7.5.1 Notice of Delays: Whenever the Contractor foresees delay in the continuance and Completion of the Work, or immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the State in writing, in a separate notice of the delay. The Contractor's notice shall include the probability of the occurrences of such delay and its cause in

order that the State may take immediate steps to prevent the occurrence or continuance of the delay. If the delay cannot be prevented, the State will determine whether the delay is unavoidable and to what extent continuance and Completion of the Work is anticipated to be delayed.

- .1 The Contractor shall make no claim for delay not called to the attention of the State in writing, at the time of its occurrence.
- .2 Delay in the continuance of parts of the Work that does not prevent or delay the continuance of other parts of the Work or the Completion of the whole Work within the Contract Time shall be deemed to constitute neither avoidable delays nor unavoidable delays, within the meaning of the Contract. Such delay will be considered Unjustified and no extension to the Contract Time and/or additional compensation will be granted.

7.5.2 **Justified Delay:** Justified Delay in the continuance or Completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of due care and diligence on the part of the Contractor or the Contractor's Subcontractors. Delay in Completion of the Work due to Contract modifications ordered by the State and unforeseeable delays in continuance or completion of the work of other contractors employed by the State may be considered Justified Delays insofar as they interfere with the Contractor's Completion of the Work within the Contract Time. Delays due to normal weather conditions which prevent the Contractor from proceeding with the controlling item on the Official Progress Schedule will not be regarded as a Justified Delay.

- .1 Justified Delay will result in an extension beyond the Contract Time in accordance with Paragraph 7.4.
- .2 Justified Delay that includes Contract modifications ordered by the State may entitle the Contractor to extra compensation in accordance with the provisions of Article 6.
- .3 Delay that results from causes beyond the control of the State and is determined by the State to be the Contractor's responsibility shall be considered Unjustified and will result in no extension in the Contract Time or extra compensation. The State's decision shall be final and conclusive.
- .4 The State will determine the net difference between overlapping or concurrent Justified Delays and Unjustified Delays and whether the Contractor is entitled to any extension in the Contract Time and/or extra compensation. The State's decision shall be final and conclusive.

7.5.3 **Weather Delays:** If weather conditions are the basis for delays in the continuance or completion of the Work, such delay shall be documented by 5 year climatological data obtained by the Contractor, from the nearest nationally recognized reporting station to the Work site, substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. The State will not be responsible for additional costs of the Contractor caused by weather delays, including, but not limited to, costs of extended overhead.

7.6 ACCELERATION

7.6.1 The State reserves the right to accelerate the Work of the Contract. In the event that the State directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project costs and records, and shall provide a written record of acceleration cost to the State on a daily basis.

7.6.2 In the event that the Contractor believes that some action or inaction on the part of the State constitutes an acceleration directive, the Contractor shall immediately notify the State in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate work efforts until the State responds to the written notification. If acceleration is then directed or required by the State, cost records referred to above shall be maintained by the Contractor and provided to the State on a daily basis.

7.6.3 In order to recover additional costs due to acceleration, the Contractor shall document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

ARTICLE 8 - PAYMENTS AND COMPLETION

8.1 **SCHEDULE OF VALUES:** Before the first payment request, the Contractor shall submit to the State a Schedule of Values allocated to portions of the Work, included with the Contractor's Progress Schedule, and supported by such data to substantiate the accuracy as the State may require. This Schedule of Values, unless objected to by the State, shall be used as a basis for progress payments.

8.2 TIMELINESS OF PAYMENTS

8.2.1 Upon receipt of a payment request by the designated State's Representative with updated Progress Schedule from the Contractor, the State will review same to determine if it is a proper payment request based on the approved Schedule of Values. Any payment request determined by the State not to be suitable for payment shall be modified and processed in accordance with the State's assessment or returned to the Contractor for resubmittal. The reason(s) the payment request was deemed unsuitable shall be stated in writing.

8.2.2 Actual payment request submittal date shall be established by the State. Thereafter, the payment request submittal date will be monthly on the same date.

8.2.3 The State will make progress payments pursuant to Public Contract Code, Section 10261.5.

8.3 RETENTIONS

8.3.1 Upon submittal and receipt of a monthly payment request in accordance with Paragraph 8.2 above, the following shall apply:

- .1 The Contractor's payment request shall include the total amount of Work completed to date, including materials as verified by the State, furnished and delivered on the Project site, not used, or in a secure off-site facility, pursuant to Public Contract Code, Section 10261. All materials included in the Contractor's payment requests furnished and delivered on the Project site, not used, and /or in a secure off-site facility shall be used exclusively for the Project. It shall be the sole responsibility of the Contractor to maintain, protect and secure such materials.
- .2 The State shall retain not less than 5 percent of the estimated value of Work completed.

8.3.2 Securities in Lieu of Retention: At the request and expense of the Contractor, and in accordance with Public Contract Code, Section 10263, the Contractor may provide securities in lieu of retention.

8.4 **ASSIGNMENT OF CONTRACT FUNDS:** The Contractor may assign moneys due or to become due under the Contract, through an amendment to the Contract. Any assignment of moneys earned by the Contractor shall be subject to proper retention in favor of the State and to deductions provided for in the Contract. Moneys withheld, whether assigned or not, are subject to being used by the State to the extent permitted by law, for the Completion of the Work in the event that the Contractor is in default of the Contract.

8.5 OCCUPANCY BY THE STATE PRIOR TO COMPLETION OF THE WORK

8.5.1 The State reserves the right to occupy all or any part of the Project prior to Completion of the Work, upon written notice. Such occupancy or use is herein referred to as Beneficial Occupancy. In this event, the Contractor shall be relieved of responsibility to the State for liability arising out of such occupancy by the State. Nevertheless, the Builder's Risk Coverage must remain in effect, with either a "consent to occupy" endorsement or a waiver of occupancy endorsement, with no right of recovery against the State.

8.5.2 The State's Beneficial Occupancy does not constitute Completion of the Work or Acceptance of the Work by the State, or any portion of the Work, nor will it relieve the Contractor of responsibility for correcting defective Work or materials found at any time before Acceptance of the Work, as set forth in Article 12 or during the Guarantee period as set forth in Paragraph 3.5, or after the State's acceptance, as set forth in Subparagraph 8.6.1. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by the State, then upon written request by the Contractor and by written consent from the State, the Guarantee period will commence to run from the date of the State's occupancy of such building or buildings.

8.6 ACCEPTANCE OF THE WORK AND FINAL PAYMENT

8.6.1 When the Contractor considers the Work complete, the Contractor shall request a final inspection in writing to be conducted by the State.

- .1 The Contractor shall request this final inspection only when all Work, including deficient items identified on previous inspections, have been completed and deliverables delivered as noted in the Project Manual, Section 01 77 00.
- .2 The State Representative shall conduct a final inspection within 14 days of receipt of a written request from the Contractor for final inspection.
- .3 If, after the inspection, the State Representative determines that the Work is complete, the State Representative will establish a date for Completion of the Work. The State Representative will then recommend to the Director of the Department of General Services, or the Director's designee, to accept the Work within 60 days from the

date of Completion of the Work.

- .4 Upon Acceptance of the Work by the Director:
 - a) The Retention held by the State will be released, and
 - b) The Contractor will be relieved of the duty of maintaining and protecting the Work.
- .5 If the State determines that the Work is not complete, the Contractor will be notified in writing of deficiencies. After correcting all deficiencies the Contractor shall again initiate the procedures for final inspection as set forth above. If the process of re-inspection and correction of deficiencies goes beyond the Contract Time, the Contractor shall be assessed liquidated damages.
- .6 Determination by the State that the Work is complete or Acceptance of the Work will not bar any Claim against the Contractor pursuant to Paragraph 3.5.

8.6.2 Upon Acceptance of the Work, the State will submit a final statement to the Contractor:

- .1 The final statement shall take into account the Contract Sum as adjusted by any Change Orders, amounts already paid to the Contractor, sums to be withheld for incomplete Work, liquidated damages, stop notices, and for any other cause under the Contract.
- .2 A warrant in the amount of the sum due the Contractor, if any, will be issued.
- .3 If the Contractor owes any amount to the State, the final statement shall serve as an invoice to the Contractor.

8.6.3 The Contractor is required to pay Subcontractors from which a Retention has been withheld within 7 days of receipt from the State of Retention proceeds.

8.6.4 The Contractor has 30 days after receipt of the final statement to file a Claim with the State.

- .1 All Claims shall comply with the requirements of Subparagraph 9.1.2.
- .2 Failure to file a Claim within the 30 day period constitutes a failure to diligently pursue and exhaust the required administrative procedures set forth in the Contract. Such failure shall constitute waiver of additional rights to compensation under the Contract or the right to request Equitable Adjustment.
- .3 If the Contractor does not file a Claim within the 30 day period, the final warrant made by the State will become a complete and final settlement between the State and the Contractor.

8.7 **INTEREST:** Payments due and unpaid under the Contract shall earn interest pursuant to Public Contract Code, Sections 7107 and 10261.5.

ARTICLE 9 - DISPUTES AND CLAIMS

9.1 DISPUTE AND CLAIM PROCEDURES

9.1.1 Dispute as to Contract Requirements: When the Contractor and the State fail to agree whether or not any work is within the scope of Contract requirements, the Contractor shall immediately perform such work upon receipt of a written notice to do so by the State. Within 14 days after receipt of such notice to perform disputed work, the Contractor may submit a written protest to the State, specifying in detail the Contract requirements that were exceeded, and approximate change in cost resulting so that the State will have notice of a potential Claim. Failure to submit a protest within the specified period shall constitute a waiver of any and all rights to an adjustment in Contract Sum and Contract Time due to such work, and the Contractor thereafter shall not be entitled to adjustment of Contract Sum or Contract Time. For any such work that is found to exceed Contract requirements, there shall be an adjustment in Contract Sum and Contract Time on same basis as any other change in the Work.

- .1 The Contractor shall provide supporting data and shall provide and maintain records of costs attributable to Disputes in similar manner as for Change Orders in Article 6.
- .2 The State's Representative and the Contractor's Superintendent will make every reasonable effort to resolve the Dispute prior to proceeding to the next step.
- .3 Either the State or the Contractor may call a special meeting for the purpose of resolving the Dispute. Such a meeting will be held within 7 days of written request thereof.
- .4 If the Dispute as to the Contract Documents has not been resolved, the Contractor shall, within 14 days after the special meeting, take one or more of the following actions:
 - .1 submit additional supporting data requested by the State;
 - .2 modify the initial Dispute; or
 - .3 notify the State that the initial Dispute stands as is.
- .5 If the Dispute has not been resolved within 7 days after the Contractor's action in response to Clause 9.1.1.4, another meeting may be scheduled, at the State's option, with senior management personnel of the State and the Contractor. The purpose of this meeting is to resolve the Dispute prior to proceeding to the action under

Subparagraph 9.1.2.

9.1.2 Claim Submission and Documentation: If a Dispute has not been resolved at the time of the State's final statement, the Contractor shall submit within 30 days a Claim along with detailed documentation required by Subparagraph 9.1.1 for the State's consideration.

- .1 The Contractor shall furnish 3 certified copies of the required Claim documentation. The Claim documentation shall be complete when furnished. The evaluation of the Contractor's Claim will be based upon State records and the Claim documents furnished by the Contractor.
- .2 Claim documentation shall conform to generally accepted accounting principles and shall be in the following format:
 - .1 General Introduction
 - .2 General Background Discussion
 - .3 Issues
 - .1 Index of Issues (listed numerically)
 - .2 For each issue
 - .1 Background
 - .2 Chronology
 - .3 Contractor's position (reason for State's potential liability)
 - .4 Supporting documentation of merit or entitlement
 - .5 Supporting documentation of damages
 - .6 Begin each issue on a new page
 - .4 All critical path method (CPM) schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the Claim.
 - .5 Productivity exhibits (if appropriate)
 - .6 Summary of Issues and Damages
- .3 Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, General Conditions; General Requirements; technical Specifications; Drawings; correspondence; conference notes; Shop Drawings and submittals; Shop Drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary critical path method (CPM) schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's Claim.
- .4 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, documents related to the preparation and submission of the bid; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's Claim.
- .5 Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.
- .6 Should the Contractor be unable to support any part of the Claim, and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the State as provided for under California Government Code, Section 12650 et seq., known as the False Claims Act.
- .7 The State will render a written decision to the Contractor relative to the Claim. The State's written decision shall be final and binding on the party(ies) but subject to arbitration. The State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. If there is a Surety and there appears to be a possibility of a Contractor's default, the State may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.
- .8 All issue items to be included in the Complaint in Arbitration shall be a part of the Claim submitted with the required documentation under this Subparagraph 9.1.2. Issues not included in the Claim under Subparagraph 9.1.2 shall not be considered.

9.1.3 Arbitration: Any Claim filed in compliance with Subparagraph 9.1.2 not resolved by the above procedures shall be resolved by arbitration in accordance with the provisions of Public Contract Code Section 10240 et seq., and Title 1, California Code of Regulations, Section 1300 et seq., unless the State and the Contractor agree in writing to waive arbitration and proceed to litigation. Either party may initiate arbitration by filing a Complaint in Arbitration with the Office of Administrative Hearings in

Sacramento, California, in compliance with the requirements of Public Contract Code Section 10240, et seq., and Title 1, California Code of Regulations, Section 1300 et seq. Arbitration shall be conducted in Sacramento, California.

9.2 AUDIT AND ACCESS TO RECORDS

9.2.1 The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract, in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid required for this Contract, or any Change Order, Claim, or other request for equitable adjustment, and a copy of the cost summary or information submitted to the State. The State's Representative shall have access upon 24 hours advance written notice, at all times during normal business hours, to such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the State, provide proper facilities for such access, inspection and copying purposes.

9.2.2 The Contractor agrees to make the provisions of Paragraph 9.2 applicable to this Contract, and Change Orders, Claims, or other requests for Equitable Adjustment affecting the Contract Time or Contract Sum. The Contractor agrees to include the provisions of Paragraph 9.2 in subcontracts and sub-subcontracts or purchase orders, at any tier, and make Paragraph 9.2 applicable to subcontracts, at any tier, in excess of \$10,000, and to make the provisions of Paragraph 9.2 applicable to Change Orders, Claims, and other requests for Equitable Adjustment related to Project performance.

9.2.3 Audits conducted under Paragraph 9.2 shall be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

9.2.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of Paragraph 9.2, to the State, and other affected agencies.

9.2.5 Records under the provisions of Paragraph 9.2 shall be maintained and made available during the performance of the Work under this Contract until 3 years past final payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.

9.2.6 The right of access provisions of Paragraph 9.2 applies to financial records pertaining to this Contract and Change Orders and Claims. In addition, this right of access applies to records pertaining to all contracts, Change Orders, and Contract Amendments:

- .1 To the extent the records pertain directly to Contract performance;
- .2 If there is any indication that fraud, gross abuse, or corrupt practices may be involved;
- .3 If the Contract is terminated for default or convenience.

9.2.7 Access to records is not limited to the required retention periods. The authorized State Representatives shall have access to records at any reasonable time for as long as the records are maintained.

9.2.8 Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement, in regards to the Disabled Veterans Business Enterprise (DVBE) Program.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY OF PERSONS AND PROPERTY

10.1.1 The Contractor shall initiate, maintain and supervise -safety precautions and programs in connection with the performance of the Work.

10.1.2 The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:

- .1 Employees working under the Contract and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 Other property at the Project site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, except as otherwise noted or specified.

10.1.3 The Contractor shall 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.

10.1.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the State, other Owners (other than the State) and users of adjacent sites and utilities.

10.1.5 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work. The Contractor shall employ properly qualified personnel for supervision of same.

10.1.6 The Contractor shall remedy damage and loss to property referred to in Clauses 10.1.2.2 and 10.1.2.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.1.2.2 and 10.1.2.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.19.

10.1.7 The Contractor shall not permit any part of the Work or Project site to be loaded so as to endanger its safety.

10.1.8 When conditions of the Work, in the judgment of the State, present risk of injury or death to persons or property damage, the State, may direct the Contractor, at the Contractor's sole expense, to close down the Work and not commence work again until dangerous conditions are eliminated.

10.1.9 The Contractor, at the Contractor's own cost, shall rebuild, repair, restore and make good -damages to any portion of the Work affected by such causes before Acceptance of the Work.

10.2 **EMERGENCIES:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of Contract Time claimed by the Contractor because of an emergency will be reviewed as provided in Article 6.

10.3 **DRUG-FREE WORKPLACE**

10.3.1 By signing the Agreement, the Contractor certifies, under penalty of perjury under the laws of the State of California, that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.), and will provide a drug-free workplace by taking the following actions:

- .1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- .2 Establish a Drug-Free Awareness Program to inform employees about:
 - .1 The dangers of drug abuse in the workplace;
 - .2 The person's or company's policy of maintaining a drug-free workplace;
 - .3 Any available counseling, rehabilitation, and employee assistance programs; and,
 - .4 penalties that may be imposed upon employees for drug abuse violations.
- .3 Provide, as required by Government Code, Section 8355(c), that every employee who works under the Contract will:
 - .1 receive a copy of the company's drug-free workplace policy statement; and
 - .2 agree to abide by the terms of the company's statement as a condition of employment.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE

11.1.1 General Insurance Requirements:

- .1 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.
 - .1 Contractor shall furnish the State with original certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.
 - .2 The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- .2 Insurance Companies shall be acceptable to Department of General Services (DGS) and Office of Risk and Insurance Management (ORIM). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.
- .3 Except as otherwise provided for Builders Risk/Installation Floater under Clause 11.1.2.4, all coverage shall be in force until the Acceptance of the Work by the Director of DGS. If the insurance expires, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- .4 Insurance policies shall contain a provision that coverage will not be cancelled without 30 days prior written notice to the State.
- .5 The Contractor shall be responsible for any deductible or self-insured retention contained within the insurance.
- .6 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to the remedies noted in Article 11.1.1.3 above and any other remedies it may have, remove the Contractor from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract. In the event, the State elects to remove the Contractor from the work site, the Contractor will not be entitled to additional days or compensation.
- .7 Any insurance required to be carried shall be primary.
- .8 Minimum Scope of Insurance - Coverage shall be at least as broad as:
 - .1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). The insurance Certificate shall show the GL form number.
 - .2 Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "scheduled, hired and nonowned".
- .9 The State reserves the right to require the Contractor to provide the subcontractors' insurance certificates and policies, when so directed by the State.

11.1.2 Insurance Requirements: The Contractor shall furnish to the State evidence of the required insurance as follows:

- .1 Commercial General Liability: The Contractor shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project or location", it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
 - .1 Additional Insured coverage shall be provided in the form of an insured endorsement (CG 20 10 11 85 r equivalent) to the contractor's insurance policy. The endorsement must be attached to the certificate.

- .2 Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- .2 Automobile Liability: The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor.
- .3 Workers' Compensation: The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the contractor, its employees, agents and subcontractors. Except for State Fund, all subrogation waiver endorsements shall be on a separate form attached to the certificate. The Contractor shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- .4 Builders Risk/Installation Floater: The Contractor shall maintain in force, at its own expense, Builders Risk/Installation Floater covering the Contractor's labor, materials, and equipment to be used for completion of the Work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract Sum.
 - .1 The Contractor agrees as a provision of the contract to waive all rights of recovery against the State.
 - .2 The State of California, Department of General Services shall be a named insured or additional insured under the policy.
 - .3 The policy shall have a loss payable clause in favor of the State of California, Department of General Services.
 - .4 The requirement for maintaining the Builders Risk/Installation Floater shall be in full force at all times during the entire duration of the Contract Time without any gaps, delays or breaks in coverage. This includes Beneficial Occupancy and authorized adjustment for time extensions. Coverage shall be maintained until Completion of the Work, except for delivery of as-built drawings, operation and maintenance manuals, guarantees, warranties, spare parts, reports and certifications as noted in the Closeout Procedures section of the Project Manual and as determined by the State's Representative in writing.

11.1.3 Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the Contractor, or the Contractor's employees or agents, against all of which injuries or damages the Contractor shall properly guard. The Contractor shall indemnify and hold harmless the State, and all officers and employees of the State, from all suits, actions or claims brought for, or on account of injuries or damages received or sustained by any person or persons, by or from the Contractor, the Contractor's employees or agents, in construction of the Work, or by or in consequence of the Contractor's failure to properly guard the same, or by or as a result of any act or omission of the Contractor, the Contractor's employees or agents. In addition to any remedy authorized by law, moneys due the Contractor under the Contract, as considered necessary by the State, may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the State from enforcing any right of offset the State may have to any such moneys.

11.2 **NO PERSONAL LIABILITY:** Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

11.3 **PERFORMANCE BOND AND PAYMENT BOND**

11.3.1 The Contractor shall furnish bonds, each in the amount of 100 percent of the Contract Sum, covering faithful performance of the Contract and payment of obligations arising thereunder, as stipulated in the bidding requirements or as specifically required in the Contract Documents.

11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bond(s) or permit a copy to be made.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING AND CORRECTION OF WORK

12.1.1 If a portion of the Work is covered prior to the State's review, it shall, if requested in writing by the State, be uncovered for the State's observation and replaced at the Contractor's expense without change in the Contract Time.

12.1.2 The Contractor shall notify the State 2 working days prior to covering any work.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct work rejected by the State or Work failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected work, including additional testing and inspections required and compensation for the State's services and expenses made necessary thereby.

12.2.2 Notwithstanding Paragraph 3.5, in the event of an emergency constituting an immediate hazard to the health or safety of any persons or property, the State may undertake, at the Contractor's expense and without prior notice, work necessary to correct such hazardous condition(s) arising from work performed by the Contractor that is not in conformance with the requirements of the Contract Documents.

12.2.3 The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Contractor nor accepted by the State.

12.2.4 If the Contractor fails to correct nonconforming work, as per Paragraph 3.5, the State may correct the nonconforming work in accordance with Paragraph 2.3. If the Contractor does not proceed with correction of such nonconforming work, within such time fixed by written notice from the State, the State may remove and store the salvable materials articles and/or equipment at the Contractor's expense. If the Contractor does not pay all costs of such removal and storage within 14 days after written notice, the State may, upon 14 additional calendar days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the Contractor, including compensation for the State's services and expenses made necessary thereby. If the proceeds of a sale do not cover all costs that the Contractor would have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged Work executed by the State or separate contractors, whether fully completed or partially completed, which is caused by the Contractor's correction or removal of Work that is not in accordance with requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have in the Contract Documents. Establishment of the time period of 1 year, as described in Subparagraph 3.5.1, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 **ACCEPTANCE OF NONCONFORMING WORK:** If the State prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, the State may do so instead of requiring its correction and/or removal, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment to the Contractor has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 **GOVERNING LAW:** The Contract shall be governed by the law of the State of California.

13.2 **SUCCESSORS AND ASSIGNS:** The Contract binds the Contractor, the Contractor's partners, successors, assigns and legal representatives to the State 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 in the Contract Documents.

13.3 **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual; or a member of the firm or entity; or to an officer of the corporation for which it was intended; or if delivered to or sent by US mail to the last business address known to the party giving notice.

13.4 **CONTRACTOR'S USE OF COMPUTER SOFTWARE:** The Contractor, by signing the Agreement, certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13.5 **INDEPENDENT CONTRACTOR:** Contractor, and the agents, subcontractors, and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

13.6 **UNENFORCEABLE PROVISIONS:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

13.7 **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State.

13.8 **DOMESTIC PARTNERS:** For Contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code Section 10295.3. However, the Contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

13.9 **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

13.10 **CERTIFICATION BY CONTRACTOR OF DISABLED VETERAN BUSINESS ENTERPRISE/SMALL BUSINESS PARTICIPATION**

13.10.1 If, for this agreement, the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, the Contractor must certify in writing to the State, the total amount the Contractor received under the contract, the name and address of the DVBE firms that participated in the performance of the contract, the amount each DVBE received from the Contractor, that all payments have been made to the DVBE and the actual percentage of DVBE participation achieved. Additionally, if for this agreement, the Contractor made a commitment to achieve 25% Small Business participation, the Contractor must certify in writing to the State, the actual percentage of Small Business participation that was achieved. The Contractor is instructed to comply with the procedures stated in CLOSEOUT PROCEDURES, Section 01 77 00. This certification shall be completed pursuant to Section 999.5 of the Military and Veterans Code (M&VC) and Section 14841 of the Government Code. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

END OF DOCUMENT

DOCUMENT 00 73 00
SUPPLEMENTARY CONDITIONS

Requirements included herein supplement DOCUMENT 00 72 00 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

1. ARTICLE 1 – GENERAL PROVISIONS

Paragraph 1.1, DEFINITIONS

Add the following definition:

Construction Manager: A consultant firm, to be decided, retained for this Project by the State to assist the Department of General Services.

Hazardous Materials: These materials include but are not limited to products and materials containing: Asbestos, Lead, PCB's, Petroleum fuels and lubricants (including chemical additives), oxidizers, corrosives, solvents, acids and carcinogens.

2. ARTICLE 3 – CONTRACTOR

Paragraph 3.2, SUPERVISION AND CONSTRUCTION PROCEDURES

Delete Subparagraph 3.2.5 in its entirety and replace it with new Subparagraph 3.2.5 as follows:

3.2.5 Until Acceptance of the Work, the Contractor shall have the charge and care thereof, and shall bear risk of injury or damage to any part of the Work by action on the elements (except for an Act of God, or natural disaster as proclaimed by the State or Federal Government provided that the loss does not involve Contractor negligence and if the Work damaged is built in accordance with the Contract and applicable building standards), or from any other reason except for such damages as are directly caused by acts of the Federal or State Government and the public enemy, except as provided in Paragraph 8.5.

Paragraph 3.3, LABOR AND MATERIALS

Delete Subparagraph 3.3.3 in its entirety and replace it with new Subparagraph 3.3.3 as follows:

3.3.3. Prevailing Wage: The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- .1 Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet

- at [Prevailing Wage Requirements](#). The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.
- .2 Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form
 - .3 If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.
 - .4 The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b) monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to [Certified Payroll Reporting](#) for access to the electronic Certified Payroll (eCRP) Application.
 - .5 Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel.

Paragraph 3.13, TESTS AND INSPECTIONS

Delete Subparagraph 3.13.1 in its entirety and replace with the following Subparagraph 3.13.1.

3.13.1 The Contractor shall at all times permit the State, its agents, officers, and employees to visit the Project site and inspect the Work, including shops where the work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel. When the Contract Documents require a portion of the Work to be tested, such portion of the work shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when the work is ready for inspection and testing and shall give written notice no fewer than two business days prior to the time of inspection. For inspections that require the State Fire Marshal's (SFM) presence, the Contractor shall provide the State's Inspector of Record (IOR) written notice where and when the work is ready for inspection no fewer than three business days prior to the time of inspection.

Should any work be covered without the required testing and approval, such work shall be

uncovered and recovered at the Contractor's expense.

Delete Subparagraph 3.13.2 in its entirety and replace with the following Subparagraph 3.13.2.

3.13.2 If the State determines that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the State will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or approval by an entity acceptable to the State, and the Contractor shall give written notice to the State of where and when tests and inspections will be conducted no fewer than two business days prior to the time of the additional testing, inspection or approval so that the State may observe the procedures. For inspections that require the State Fire Marshal's (SFM) presence, the State's Inspector of Record (IOR) will make the necessary arrangements with the SFM. The Contractor shall provide a written notice no fewer than three business days prior to the time of inspection.

The State will bear the costs except as provided in Subparagraph 3.13.3.

Paragraph 3.25, CONTRACTOR REQUIRED NOTIFICATION OF CHANGES

Delete Paragraph 3.25 in its entirety and replace with the following Paragraph 3.25

3.25 **CONTRACTOR REQUIRED NOTIFICATION OF CHANGES:** The Contractor shall notify the State's Representative in writing of any change to Contractor's name, status, or information including but not limited to:

1. Name
 - a. An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of Contractor's notification and legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
 - b. The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's change of name and subsequent amendment processing.
2. Address/Location
3. Federal Employer Identification Number (FEIN)
4. Type of Organization or Legal Status – including:
 - a. Corporate
 - b. Partnership
 - c. Individual/Sole-Ownership
 - d. Joint Venture
 - e. Limited Liability Company
 - f. DBA
5. Ownership
6. Officers or Key Personnel
7. License
8. Other (Bankruptcy, Etc.)

Contractor shall immediately provide an updated Standard Form 204 (IRS/FTB form) to the Architectural, Construction and Engineering Contracts Section within five (5) calendar days of any such relevant change.

The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's lack of proper or timely notice and documentation of a relevant change in status which impacts the State's ability to pay.

Contractor shall submit the firm's status change in writing including the Contract Number,

Project Title and all necessary backup and legal documentation to support the status change to:

The State Department of General Services, Administration Division
Office of Business and Acquisition Services, Contracts Services Section
707 Third Street, Suite 2-300
West Sacramento, CA 95605-2811

Paragraph 3.4, NONDISCRIMINATION CLAUSE

Delete Paragraph 3.4 in its entirety and replace with the following:

3.4.1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

3.4.2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

3.4.3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing (DEFH) and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

3.4.4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

3.4.5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

3.4.6 STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

.1 As used in the specifications:

- a. "Act" means the Fair Employment and Housing Act.
 - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
- .2 Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
 - .3 The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
 - .4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto .5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
 - .5 In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
 - .6 The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.

- b. Provide written notification within (7) seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
 - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
- .7 Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
- .8 The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
- .9 The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- .10 The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.

- .11 The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
- .12 The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

3. ARTICLE 4 – SUBCONTRACTORS

Paragraph 4.2, SUBCONTRACTUAL RELATIONS

Delete Paragraph 4.2.2 and replace it with the following Paragraph 4.2.2:

4.2.2 Subcontractor Payments: Subcontractors and Sub-subcontractors shall be paid for work performed in accordance with Public Contract Code Sections 10262 and 10262.5.

Delete Paragraph 4.3 and replace it with the following Paragraph 4.3

4.3 DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM: Pursuant to Public Contract Code (PCC) Section 10115 et. seq., the Contractor shall use, employ and utilize Disabled Veteran Business Enterprise (DVBE) subcontractors, sub-subcontractors or material suppliers who were listed in their bid documents for DVBE Program participation, to the full extent of the amount of money and/or percentage of commitment manifested in the bid documents. If the Contractor wishes to substitute any listed DVBE subcontractors, sub-subcontractors or material suppliers for just and legal cause, the Contractor shall follow the dictates of PCC Sections 4107 and 10115.12b, as well as Military and Veterans Code (M&VC) Section 999.5(e) and California Code of Regulations, Title 2, Section 1896.64. The DVBE may only be replaced by another DVBE and shall obtain the written authorization of the State prior to any such substitutions. The Contractor shall not unilaterally substitute a listed DVBE subcontractor, sub-subcontractor or material supplier. Failure of Contractor to seek substitution and adhere to the DVBE participation requirement identified in the bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC Section 999.9; PCC Sections 4110 and PCC Section 10115.10.

4. ARTICLE 7 – TIME

Paragraph 7.2, CONTRACT TIME

Delete Subparagraph 7.2.1 and replace it with the following Subparagraph 7.2.1:

7.2.1 Time is of the Essence in this Contract. The Contractor shall complete all the Work of the Contract within the Contract Time of:

TWO HUNDRED AND FORTY FOUR (244)

calendar days, starting on the Start Date stipulated in the Notice to Proceed, which the Contractor will receive not less than 5 days in advance.

Add the following Subparagraph 7.2.2:

7.2.2 Hazardous Materials Removal Work: Within the Contract Time specified in Subparagraph 7.2.1, Contractor shall complete the Hazardous Materials removal work in accordance with the following schedule; commencing on same date as the entire Contract:

.1 Complete Hazardous Materials removal submittals within the following number of calendar days: FOURTEEN (14)

.2 Allow the following number of calendar days for the State's review and acceptance of Hazardous Materials removal submittals: FOURTEEN (14)

.3 Allow the following number of calendar days from date of written notification to start of on-site Hazardous Materials removal work: FOURTEEN (14)

.4 Complete on-site Hazardous Materials removal work within the following number of working days *: THIRTY (30)

(* not to exceed one 8-hour shift per working day. Working days shall be as specified in Section 01 11 00, Article 1.10.)

.5 Allow the following number of calendar days for the State's review and certification of Hazardous Materials removal: SEVEN (7)

Paragraph 7.3, LIQUIDATED DAMAGES

Add the following Subparagraphs 7.3.1 and 7.3.2:

7.3.1 The Contractor shall pay to the State the sum of \$1,000 per day for each and every calendar day delay in finishing of Work under this Contract beyond the Contract time.

7.3.2 If the Contractor is more than 14 calendar days behind schedule at any point during the Contract Time, based on the latest updated Official Progress Schedule, the State will withhold \$1000 per day for each and every day that the Contractor is behind schedule from the monthly payment for that month. If the Contractor recoups all or a portion of the delay during the next pay period, the amount withheld will be reduced accordingly.

Add the following Subparagraphs 7.3.3 and 7.3.4:

7.3.3 Hazardous Materials Removal Work: Contractor shall pay to the State the sum of \$1,000 per day for air monitoring by State's Observation Service and other costs for each and every working day's delay in finishing the on-site Hazardous Materials removal work under this

Contract beyond the scheduled Contract time set forth in Clause 7.2.3.1.

- 7.3.4 Should Contractor have no work force present for Hazardous Materials removal work on any scheduled work day, Contractor will be required to pay the State the sum of \$1,000 for air monitoring by State's Observation Service and other costs for each such missed work day, unless the Contractor notifies the State Inspector at least 48 hours in advance, for each particular work day which the Contractor expects no work force to be present.

5. ARTICLE 8 – PAYMENTS AND COMPLETION

Paragraph 8.2, TIMELINESS OF PAYMENTS

Delete Paragraph 8.2.3 and replace it with following Paragraph 8.2.3:

- 8.2.3 The State will make progress payments pursuant to Public Contract Code, Sections 10261 and 10261.5.

Paragraph 8.3, RETENTIONS

Delete Subparagraph 8.3.1.2 and replace it with the following Subparagraph 8.3.1.2:

- .2 The State shall retain 5 percent of the estimated value of Work completed.

Paragraph 8.5, OCCUPANCY BY THE STATE PRIOR TO COMPLETION OF THE WORK

Delete Paragraph 8.5.1 and replace it with the following:

- 8.5.1 The State reserves the right to occupy all or any part of the Project prior to Completion of the Work, upon written notice. Such occupancy or use is herein referred to as Beneficial Occupancy. In this event, the Contractor shall be relieved of responsibility to the State for liability arising out of such occupancy by the State.

6. ARTICLE 11 – INSURANCE AND BONDS

Paragraph 11.1, CONTRACTOR'S INSURANCE

Delete Paragraph 11.1 and replace it with the following 11.1:

11.1 CONTRACTOR'S INSURANCE

11.1.1 General Insurance Requirements:

- .1 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.
- .1 Contractor shall furnish the State with certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.
- .2 The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- .2 Insurance Companies shall be acceptable to Department of General Services (DGS) and

Office of Risk and Insurance Management (ORIM). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to DGS, Office of Risk and Insurance Management. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.

- .3 Except as otherwise provided for Builders Risk/Installation Floater under Clause 11.1.2.4, all coverage shall be in force until the Acceptance of the Work by the Director of DGS. If the insurance expires, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- .4 Contractor is responsible to notify the State a minimum of five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage.
- .5 Unless otherwise stated in the contract, the Contractor shall be responsible for any premium deductible or self-insured retention contained within the insurance.
- .6 All insurance policies required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- .7 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to the remedies noted in Article 11.1.1.3 above and any other remedies it may have, remove the Contractor from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
In the event, the State elects to remove the Contractor from the work site, the Contractor will not be entitled to additional days or compensation.
- .8 Any insurance required to be carried shall be primary and not excess or contributory, to any other insurance carried by the State.
- .9 Any required endorsement requested by the State must be submitted with all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- .10 Minimum Scope of Insurance - Coverage shall be at least as broad as:
 - .1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - .2 Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "all owned, hired and non-owned".
- .11 All coverage and limits available to the contractor shall also be available and applicable to the State.
- .12 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- .13 With the exception of Builders Risk/Installation Floater, Contractor shall require and verify that all subcontractors maintain insurance coverage and limits meeting or exceeding all the requirements stated herein. Contractor shall ensure that the Department of General Services and the State of California, its officers, agents, and employees, as additional insured on insurance required from subcontractors but only insofar as the operations under the Contract are concerned. For Commercial General Liability coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to require the Contractor to provide the subcontractors' insurance certificates and policies, when so directed by the State.

11.1.2 Insurance Requirements: The Contractor shall furnish to the State evidence of the required insurance as follows:

- .1 Commercial General Liability: The Contractor shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project or location", it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
 - .1 Additional Insured coverage shall be provided in the form of an insured endorsement as broad as the (CG 20 10 11 85) to the contractor's insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
 - .2 Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- .2 Automobile Liability: The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor. The policy shall include the Department of General Services and The State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
- .3 Workers' Compensation: The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the contractor, its employees, agents and subcontractors. Except for State Fund certificates, all subrogation waiver endorsements shall be submitted on a separate form. The Contractor shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- .4 Builders Risk/Installation Floater: The State shall insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under an All Risk Builders Risk/Installation Floater policy, including, but not limited to theft, fire and vandalism. The State will self-insure against Acts of God and natural disasters proclaimed by the State or Federal Government. The State will issue to the Contractor a "Summary of Coverage" provided under this Clause 11.1.2.4 Summary of Coverage and Certificate of Insurance will be provided to contractor as part of the executed contract.
 - .1 Contractor shall be responsible for paying a deductible not to exceed \$10,000 for water damage and \$5,000 for all other perils per occurrence in the event of loss.

- .2 The proceeds under the Builder's Risk/Installation Floater Insurance procured by the State will be payable to the State and Contractor as their respective interests, from time to time, may appear.
- .3 State's Builders Risk/Installation Floater Insurance shall provide limited coverage for materials in transit and materials stored off-site, and full coverage for materials at the Project site; however, the Contractor is responsible for reviewing the "Summary of Coverage" and reporting values that exceed the limits provided within the Summary of Coverage. Notification to the State does not provide coverage. Value increases must be approved by the insurance carrier and contractor must have a Certificate of Insurance issued by the insurance carrier showing the increased values. Lacking confirmation from the State's insurance carrier that additional coverage was procured, Contractor will be responsible for damages in excess of the coverage limits provided within the Summary of Coverage.
- .4 Nothing in this Clause 11.1.2.4 shall be construed to relieve the Contractor of Contractor's responsibilities referred to under Clause 11.1.1 and Clause 11.1.2.
- .5 Insurance policies referred to in this Clause 11.1.2.4 shall provide the following:
 - .1 That the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Contractor.
 - .2 That the Insurer waives the right of subrogation against the Contractor.

Add Clause 11.1.2.7 as follows:

- .7 Pollution Liability: The Contractor shall maintain, or shall cause the hazardous materials subcontractor(s) to maintain, Pollution Liability coverage for Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the hazardous material mitigation work, or related services to be performed.
 - .1 Coverage shall be provided for work performed on site as well as during handling and transport of hazardous materials.
 - .2 Limit of not less than \$2,000,000 per occurrence and shall be required.
 - .3 The Contractor, or the hazardous materials mitigation subcontractor(s), shall maintain this required Pollution Liability coverage during each single period, or multiple periods, of hazardous material mitigation work. This coverage may be effected in conjunction with the Contractor's General Liability coverage as long as coverage is provided for the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the scope of work or related services within this contract; a separate pollution limit of insurance is required. In cases where the Pollution Liability coverage is not required for the complete term of the Contract, the length of time, and periods of time, that this insurance coverage is required may be determined by the State in accordance with the commencement and cessation dates in the Contractor's Progress Schedule, as accepted by the State in writing. When timing, conditions, and/or the needs of the State warrant, the State reserves the right to set the term of the Pollution Insurance prior to execution of the contract.
 - .1 The Transporter of hazardous materials, whether the Contractor or a subcontractor shall produce to the State a Certificate of Liability Insurance for Pollution Liability Coverage mandated by law with a copy of the MCS-90.
 - .2 The MCS-90 Form is effected through the Transporters Automobile liability insurance carrier.

- .4 The policy, whether obtained by the Contractor, or by the hazardous materials mitigation subcontractor(s), shall include the Department of General Services and the State of California, its officers, agents, and employees as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
- .5 The insurance certificate shall name the State of California, Department of General Services, as certificate holder.
- .6 If there is change in the hazardous materials mitigation work, then the Pollution Insurance requirements affected by such change must be effected by an Amendment to the Contract.

END OF DOCUMENT

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROJECT MANAGEMENT AND DEVELOPMENT BRANCH



Date: July 15, 1999

DOCUMENT 00 91 13

ADDENDUM No. 1 TO THE CONTRACT DOCUMENTS

Bid Due Date - August 14, 1999

**BUILDING ALTERATIONS
DEPARTMENT OF DEVELOPMENTAL SERVICES
SONOMA DEVELOPMENTAL CENTER
ELDRIDGE, SONOMA COUNTY, CALIFORNIA**

PROJECT NO. []

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON BID FORM AND
REVISE THE CONTRACT DOCUMENTS AS FOLLOWS:

PROJECT MANUAL

INTRODUCTORY INFORMATION

1. DOCUMENT 00 01 10 - TABLE OF CONTENTS

SPECIFICATIONS

A. DIVISION 01 - GENERAL REQUIREMENTS

DELETE Section 01 45 33 - Asbestos Abatement Observation in its entirety.
Asbestos is not anticipated to be encountered in this Project.

B. DIVISION 02 - EXISTING CONDITIONS

ADD the attached Section 02 40 00, Demolition, pages 1 through 3.

C. DIVISION 13 - SPECIAL CONSTRUCTION

DELETE Section 13 11 00 - Swimming Pools in its entirety.

2. DOCUMENT 00 01 15 - LIST OF DRAWINGS

A. ARCHITECTURAL

ADD the attached Addendum No. 1 Drawing Sheet A-6, dated 7-21-07; showing additional areas of alterations.

BIDDING REQUIREMENTS

1. DOCUMENT 00 11 00 - INVITATION TO BID

- A. REMOVE DOCUMENT 00 11 00 INVITATION TO BID AND
ADD DOCUMENT 00 11 00 Addendum 1 dated July 21, 1999 making the following changes:

CHANGE bid due date from August 14, 1999 to August 21, 1999.

CHANGE date of Pre-Bid Site Inspection tour from July 24, 1999, to July 31, 1999.

2. DOCUMENT 00 21 00 - INSTRUCTIONS TO BIDDERS

- A. ARTICLE 2., COMPETENCE OF BIDDERS

DELETE Paragraph 2. c., Asbestos Abatement Certification and Registration.

3. DOCUMENT 00 41 00 – BID FORM

- A. CHANGE bid due date from August 14, 1999, to August 21, 1999.

Revised Bid Forms will not be issued to Bidders. Bidders shall change date on originally issued Bid Forms.

CONTRACTING REQUIREMENTS

1. DOCUMENT 00 73 00 – SUPPLEMENTARY CONDITIONS

- A. REMOVE DOCUMENT 00 73 00 SUPPLEMENTARY CONDITIONS AND
ADD DOCUMENT 00 73 00 SUPPLEMENTARY CONDITIONS Addendum 1 dated July 21, 1999
making the following changes:

PARAGRAPH 7.3, LIQUIDATED DAMAGES

CHANGE amount of liquidated damages in Subparagraphs 7.3.1 and 7.3.2
from \$300 to \$500 per calendar day.

SPECIFICATIONS

1. SECTION 05 50 00 – METAL FABRICATIONS

- A. ARTICLE 2.01, FERROUS METALS

ADD the following Subarticle 2.01 E:

E. Steel Tubing: Cold formed, ASTM A500; or hot-rolled, ASTM A501.

DRAWINGS

1. SHEET D-2

NOTES

DELETE Note 2 as written and REPLACE with the following:

2. See Sheet E-1 for removal of electrical equipment.

2. SHEETS M-2 AND M-3

REMOVE Sheets M-2 and M-3 from set of Drawings originally issued and ADD Addendum No. 2 Drawing Sheets M-2 and M-3, dated 7/21/99; showing revisions indicated by "cloud" outline and triangle symbol No. 1.

3. SHEET M-4

ADD the following notes 5 and 6:

5. Extend new vent lines to outside the building.
6. Extend new drain lines to floor drains.

END OF ADDENDUM NO. 1

ATTACHMENTS:

Specifications, Section 02 40 00, Demolition, pages 1 through 3.

Addendum No. 1 Drawing Sheets A-6, M-2 and M-3.

SECTION 01 11 00

SUMMARY

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Work required to be performed by the Contractor comprises:

DSH METROPOLITAN SNF BLDG REPAIR PROJECT

in conformity with the Drawings and Specifications hereinafter identified; including furnishing all material, labor, plant, tools, equipment, and services necessary therefor and incidental thereto, complete and ready for use, except as hereinafter otherwise provided.

1.02 WORK NOT INCLUDED

- A. Except for such auxiliary work as is shown or specified or is necessary as a part of the construction, the following work is NOT included in this Contract.
1. Work shown, but marked "NIC" (Not in Contract). "BUA" (By Using Agency), or otherwise designated to be done by others.

1.03 LOCATION OF SITE

- A. The site of the work is on State of California property located at 11401 Bloomfield Ave, Norwalk, CA, Los Angeles County, 90650

1.04 SPECIFICATIONS

- A. The Specifications are those bound in the Project Manual in Book I and enumerated in the Table of Contents. The General Conditions of the Contract for Construction, Supplementary Conditions, and Division 01 of the Specifications apply to all Work of this Contract.

1.05 DRAWINGS

- A. The Drawings consist of Drawing Sheets as listed in Document 00 01 15 of Project Manual.

1.06 CONTRACTOR'S SETS OF DRAWINGS AND PROJECT MANUALS

- A. State Furnished Drawings and Project Manuals: Upon award of Contract, the State will provide Drawings and Project Manuals upon Contractor request as follows:
1. Electronic Files
 2. Drawings: 5 sets
 3. Project Manuals: 5 sets.
- B. Additional Sets shall be the responsibility of the contractor.

1.07 SECURITY REGULATIONS

- A. Contractor shall cooperate with the Hospital authorities and shall observe and comply with all regulations presently in force on Hospital grounds. Refer to Sections 01 31 00, Project Management and Coordination, and 01 35 54, Hospital Project Procedures.
- B. After award of Contract, there will be a project start meeting, at which time security regulations will be reviewed with Contractor and subcontractor.

1.08 INTERRUPTION OF SERVICES

- A. Contractor shall make provisions to accomplish the work of this Contract without undue interference with Hospital operations. Interruptions to services for the purpose of making or breaking connection shall be made only after consultation with the State a minimum of one week in advance of connection break, and shall be at such time and of such duration as may be directed.
- B. In addition, existing electrical, mechanical and security lines disconnected for work of this Contract shall not remain disconnected for more than 4 hours. If electrical power cannot be restored within the 4 hour period, Contractor shall provide temporary electrical service to restore required electrical power at Contractor's expense.

1.09 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. Before starting construction operations, Contractor shall confer with the State to review sequence of construction operations.
- B. Contractor shall prepare schedules as set forth in Section 01 32 16, Progress Schedules and Reports.

1.10 HOURS OF WORK

- A. Contractor shall perform Work of this Contract on normal work days and within normal work hours; 7:00 am to 5:30 pm. After hours work and work on Saturdays, Sundays, and holidays, may be permitted if approval is received from the State at least 3 working days in advance.

1.11 SITE CONDITIONS AND REQUIREMENTS

- A. Contractor shall keep drainage facilities, walks, and paved areas clean and free of mud and dirt, obstacles, etc. so that normal drainage and pedestrian and vehicular travel may be maintained.
- B. Do not use landscaped area(s) for work operations or storage.

1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Refer to the General Conditions of the Contract for Construction for Contractor responsibilities.
- B. Damage to existing improvements caused by Contractor's operations shall be repaired to restore damaged items to their original condition. Cost of such repair shall be borne entirely by Contractor.
- C. Drawings indicate existing structures, drainage lines, water, gas, electrical and other similar items and utilities which are known to the State.
- D. Locate known existing structures and utilities before proceeding with operations which may damage same. Maintain them in service, except as otherwise specified, provide protection and repair damage to them caused by the Work at no increase in Contract price.

- E. Additional utilities whose locations are unknown to the State may exist. Contractor shall be alert to their existence. If encountered, immediately report to the State for disposition of same.
- F. Contractor shall have City-accepted plans prior to beginning construction work within street right of way.

1.14 HAZARDOUS MATERIALS ANTICIPATED ON-SITE

- A. Lead Paint: It is anticipated that lead paint exists in the work area and may be encountered during execution of the work. Test work areas as required to identify the presence of the lead paint. Contractor shall be fully and solely responsible to take necessary precautions to protect workers and others against exposure, and Contractor shall legally remove and dispose of hazardous wastes at Contractor's expense.
- B. Asbestos: Asbestos-containing material has been identified as outlined in Section []; Asbestos Abatement. Asbestos-containing material is also anticipated to be encountered when penetrating the roof. Contractor is fully and solely responsible to take necessary precautions to protect workers and others against exposure. Contractor shall legally remove and dispose of hazardous wastes at Contractor's expense.

1.15 ASBESTOS CONTAINING MATERIALS DISCOVERED AND DISTURBED IN THE COURSE OF PERFORMING CONTRACT WORK

- A. In the event that existing construction materials are identified as containing asbestos materials and/or are disturbed in the course of performing work under this Contract, Contractor shall cease work around the suspect area immediately and notify the State Inspector and/or Project Director. Site conditions and extent of asbestos related work will be assessed by the State, to determine required changes in the work. Affected work activities under this Contract shall not resume until such determination is made by the State.

1.16 PAYMENT FOR DAMAGE TO TREES

- A. If any tree is injured or destroyed during the course of, or as a result of, construction operations, Contractor shall repair the damage and in addition, Contractor shall pay the State an amount calculated in accordance with cost schedule below.
- B. "Injury" is defined, without limitation, as bruising, scarring, tearing, or breaking of roots, branches, or trunk.
- C. It is and will be impracticable and difficult to determine actual damage, whether physical or esthetic, therefore, the State has assigned a total value to a tree based on its diameter at 30" above ground. Total value shown shall be paid the State for a tree totally destroyed.
- D. For injuries to roots or branches, the State will assign a value proportionate to total value of the tree.
- E. Proportional amount of total value shown shall be paid the State, for each tree injured, as follows:
 - 1. Divide total value of tree by its circumference to get value per inch of circumference.
 - 2. Measure circumferential length of injury.
 - 3. Multiply circumferential length of injury by value per circumferential inch; the result is the amount of damage for each injury.

Example:

A tree with a diameter of 10" at 30" above the ground is valued at \$2,400. Its circumference at that point is 31.5"; \$2,400 divided by 31.5" = \$76.19 (the value per inch of circumference).

An injury of 8" of circumference is valued at 8 x \$76.19 or \$609.52.

Tree Value Cost Schedule

Tree Diameter at 30" Height of Tree	Total Value	Tree Diameter at 30" Height of Tree	Total Value
3/4"	\$50	10"	\$2,400
1"	100	12"	\$3,400
2"	200	14"	\$4,800
3"	300	16"	\$6,400
4"	400	18"	\$8,400
6"	800	19" & over	\$500 per in. diam.
8"	1,400		

- F. Trees specified to be pruned, removed in whole or in part are not subject to damage provisions under this Article.
- G. Trees which have been injured by work under this Contract shall be repaired by licensed tree surgeon. Repair shall include shaping of wounds, removal of severely injured branches and sealing of wounds and cuts with approved tree dressing as approved by the State.
- H. Total amount of tree damages shall be deducted from final payment due the Contractor. Injured or destroyed trees will remain the property of the State, and shall remain or be removed by Contractor as directed by the State.

1.17 MAINTENANCE OF EXISTING LANDSCAPED AREAS

- A. Within the area of work, Contractor shall maintain, irrigate and protect plants, trees and shrubs; and shall keep necessary irrigating systems in operation. Keep vehicular traffic to bare minimum over tree roots; traffic shall be avoided near trees, plants and over lawns.
- B. Existing lawn areas damaged during the course of Contract Work shall be replaced with sod, including soil preparation and fertilization of areas to receive sod. Existing shrubs damaged during Contract Work shall be replaced with plants of same kind and size.
- C. Landscape maintenance period for new planted lawns and/or shrubs shall continue for a minimum of 60 calendar days. Planting shall be kept in a healthy growing condition by watering, weeding, cultivating, pruning, mowing, edging, spraying, fertilizing, and by performing other necessary maintenance operation. Improper maintenance or possible poor condition of planting at termination of scheduled maintenance period may cause postponement of final completion date of Contract.
- D. Contractor shall return the grounds back to the State in condition equal to or better than existed upon commencement of work.

1.18 ACOUSTICAL CEILING LAYOUTS, MOCKUPS AND COMPOSITE SHOP DRAWINGS

- A. Trades involved in suspended acoustical ceilings shall cooperate with respect to establishing accurate locations, sizes, and details of diffusers, registers, grilles, access panels, and lighting fixtures where they occur in acoustic ceilings. Shop Drawings for acoustic ceiling layouts shall be

verified by the various trades for adequacy and accuracy of information involving their work, before submission to the State.

- B. The various trades shall also cooperate in the erection of a mockup for each type of suspended acoustic ceiling, in accordance with requirements of the Specifications for each trade involved. Approval of mockup is prerequisite to final approval of component parts thereof, including mechanical and electrical items.

1.19 HOLES CUT IN STEEL DECKING

- A. Holes cut in steel decking at the site shall be reinforced in the manner shown on the Structural Drawings for the hole size required, or as required by the State.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Description and monetary amount of Allowance in Contract Sum.
- B. Costs in Contract Sum other than in Allowance.
- C. Procedures for administration of Allowance.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction: Article 6, Changes in the Work.
- B. Section 01 33 00: Submittal Procedures.

1.03 ALLOWANCE(S)

- A. Allow a lumpsum of \$25,000 for furnishing labor, services, transportation and material for removal of hazardous material in deteriorated the flooring mastic and lead abatement of any deteriorated paint surfaces or any unforeseen site conditions.
- B. Allow a lump sum of \$25,000 for furnishing labor, services, transportation and material for replacement of existing deteriorated VCT flooring with LVT flooring or any unforeseen site conditions or any unforeseen site conditions.
- C. Allow lumpsum of \$80,000 for demolition, haul off, disposal and replacement of existing deteriorated nurses station cabinetry and countertops or any unforeseen site conditions.
- D. Allow lumpsum of \$50,000 for replacing the base board through the entire facility or any unforeseen site conditions.
- E. Allow lumpsum of \$20,000 for extending the State's trailer & printer/Scanner lease, bottled drinking water service and cleaning service or any unforeseen site condition.

1.04 COSTS INCLUDED IN ALLOWANCE

- A. Cost of the work to Contractor, excluding overhead, profit and other costs included in Contract Sum; as specified in following Article 1.05.
- B. Execution at the site.
- C. Labor required under the Allowance.
- D. Applicable taxes.

1.05 CONTRACTOR COSTS INCLUDED IN CONTRACT SUM

- A. Handling at site.

- B. Protection from damage.
- C. Other expenses required to complete the work.
- D. Contractor's overhead and profit.

1.06 WORK INCLUDED UNDER ALLOWANCE

- A. The State will review and determine Allowance work with Contractor.

1.07 CONTRACTOR RESPONSIBILITY FOR ALLOWANCE ITEMS

- A. Make all arrangements for performance of Allowance work.
- B. Provide State with certified copies of invoices, bills of sale or other documents authenticating costs incurred by Contractor for Allowance items.

1.08 ADJUSTMENT OF COSTS

- A. Should net cost be more or less than specified amount of Allowance, the Contract Sum will be adjusted accordingly by Change Order in accordance with requirements of the General Conditions of the Contract for Construction, Article 6.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 PROJECT CONTROL

- A. The State's Representative will outline and detail communication, correspondence and coordination procedures at Project start meeting.
- B. Examination of Site: Contractor and subcontractors shall visit the site prior to bidding and prosecution of the Work and shall familiarize themselves with existing conditions and be prepared to carry out the Work within existing limitations.
- C. Condition of Work in Place: Inspect and take responsibility for previously prepared or installed work of other contractors before applying subsequent materials or finishes. If work is in unsatisfactory condition, notify the State. Do not proceed until defective work has been corrected.
- D. Coordination:
 - 1. Subletting and Subcontracting Responsibilities: Refer to General Conditions of the Contract for Construction, Article 4.
 - 2. Contractor shall coordinate the Work with related work being done by the State and other contractors operating in the area. This coordination shall include reasonable adjustments of schedule in order to allow other contractors or State to do their work.
 - 3. Contractor shall coordinate electrical/mechanical work, particularly between general trades and mechanical/electrical trades so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly provided for and installed as work progresses.
 - 4. Contractor shall carefully examine Drawings relating to entire work with actual conditions so that Work will be accommodated in spaces provided. General arrangement and location of elements of various systems is shown on the Drawings or specified. Final locations, levels, etc., shall be governed by actual material size used, by building conditions encountered, and by work of all trades. Space conflicts and interferences shall be resolved before work is installed.
 - 5. Contractor shall utilize the Contract Documents, submittals, and layout drawings of the various trades to check and coordinate the Work so that no interferences or conflicts between trades will occur. This checking and coordination shall be performed and completed before construction is commenced in each affected area.
 - 6. Coordinate work to assure efficient and orderly sequence of installation of construction elements. Make provisions for accommodating items installed by the State or under separate contracts.
 - 7. Verify characteristics of interrelated operating equipment are compatible; coordinate work having interdependent responsibilities for installing, connection to, and placing such equipment in service.

1.02 SCHEDULES AND MEETINGS

- A. Planning and Scheduling: Refer to Section 01 32 16.
- B. Project and Preinstallation Meetings: Contractor or his duly appointed representative shall attend project meetings at regular intervals as set by the State and shall attend preinstallation meetings as required by pertinent Specification Sections. Attendance shall be limited to the Contractor and his immediate subordinates, subcontractors where so specified, the State, and representatives of the Architect and Consultants, as requested. State, or State's duly appointed representative, will keep minutes of meetings; with copies sent to all who attend. Meetings shall be held at job site at 11401 Bloomfield Ave, Norwalk CA 95605
- C. Project Construction Phases: Work of this Contract shall be executed in two phases.

Phase One: Unit 417, Unit 418, Kitchen and Dining Hall

Phase Two: Unit 419, Unit 420 and remainder of the common corridor.

1.04 ALLOWABLE ENTRANCE

- A. Contractor, subcontractors, their employees, suppliers and delivery persons shall enter and exit property via designated entrance.

END OF SECTION

SECTION 01 31 25

WEB-BASED PROJECT MANAGEMENT SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for the use of State's web-based project management software system for purposes of hosting and managing Project communication and documentation until Acceptance of the Work.

- B. Use of this web-based project management system will not change any contractual responsibilities of the construction team members.

1.2 DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers status prompts to identified Users.

- B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. State, Construction Manager (as applicable), Architect or Engineer, and the Contractors are all Users. Other Users may be added as necessary.

- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.

- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

1.3 SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high-speed internet access and an email address.

- B. License(s) to Use System: State will provide licenses to use the system for this project.

1.4 USE OF SYSTEM

- A. Use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.

1. The State will **NOT** accept faxed, emailed, and/or handwritten documentation of Requests for Information, Sketches, Drawings, and/or Submittals.

- B. Use of the system will be mandatory by the Contractor to send, retrieve, and respond to data.

WEB-BASED PROJECT MANAGEMENT SYSTEM

- C. The State will provide each Project team member with an invitation to web-based project management system, and the supporting documentation of each Project team member's responsibility and how to operate within web-based project management system.
- D. Official Records:
 - 1. Documentation and records uploaded and maintained in Aconex will be the "Official Records" for the project and the sole property of the State.

1.5 SYSTEM DESCRIPTION

- A. The web-based project management system is Aconex (www.aconex.com) and is updated monthly.
 - 1. Access into the various applications within Aconex will be role based.
- B. Aconex applications shall be made available to the Project team for the following areas:
 - 1. Tasks.
 - 2. Documents.
 - 3. Workflows.
 - 4. Mail.
 - 5. Cost.

1.6 SUBMITTALS

- A. Submit to the State the contact information, including email address, of the Contractor's key personnel that will administer the system on behalf of the Contractor.

1.7 QUALITY ASSURANCE

- A. A four-hour initial training session in the use of software for this project will be offered by the State at a location convenient to the project site. Instructional guides will be provided for the most common tasks.
 - 1. Attendees shall have sufficient computer skills and previous experience with web-based project management software systems.
- B. Web-based support is available at Aconex Support Central site (help.aconex.com).
- C. Acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- D. Contractor shall be solely responsible for:
 - 1. Training its staff on how to use the Aconex beyond the training provided by the State at no additional costs to the contract.
 - 2. Validity of their information placed in Aconex.
 - 3. Scanning of documents as necessary for the electronic submittal and attachment of necessary information related to Contractor's supporting documentation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RESPONSIBILITIES

- A. All documents submitted shall be in PDF file format unless otherwise requested.
- B. The following documents shall be managed inside the system:
 - 1. Correspondence, using Mail module.
 - 2. RFIs
 - 3. Submittals
 - a. Placeholders
 - b. Request for Substitutions
 - 4. Financials
 - a. Contract
 - b. Payment Applications
 - c. Change Events and Change Orders
 - 5. Schedules including but not limited to:
 - a. Baseline
 - b. Monthly Progress
 - c. Recovery
 - d. Short Interval
 - 6. Addenda
 - 7. Specifications
 - 8. Drawings, including ADI.
 - 9. Reference Documents
 - 10. Daily Reports
 - 11. SWPPP
 - 12. Inspection Reports (including Special Inspections)
 - 13. Punchlists
 - 14. Meeting Minutes
 - 15. Regulatory Agency's Permits
 - 16. Photographs
 - 17. Closeout Documentation

3.2 QUALITY CONTROL

- A. Contractor is responsible for its own connectivity to the Internet. The State will not be liable for any delays associated from the usage of Aconex including, but not limited to slow response time, down time periods, connectivity problems, or loss of information. Under no circumstances shall the usage of the Aconex be grounds for a time extension or cost adjustment to the contract.

- B. The document control system shall be available for Contractor use at all times unless system maintenance (i.e., backups, upgrades, etc.) is being performed. System maintenance will generally be limited to non-core business hours. In the event a Contractor's authorized user cannot access the control system, the Contractor shall notify the State. In the event the control system becomes unavailable during normal business hours for an extended period, the Contractor may issue correspondence requiring immediate attention by the State in hard copy format. The hard copy correspondence must be entered into Aconex immediately upon becoming available again. Inability by the Contractor to gain access to the Aconex for any reason shall not be grounds for claim.

END OF SECTION

SECTION 01 32 16

PROGRESS SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work under this Section shall consist of furnishing computerized Time Scaled Cost Loaded Critical Path Method (CPM) Progress Schedule showing in detail how Contractor plans to execute and coordinate the Work; and submitting schedules, logs, updates and reports.

1.02 RELATED REQUIREMENTS

A. Document 00 72 00 - General Conditions of the Contract for Construction; Paragraph 3.10 and Article 7.

B. Document 00 73 00: Supplementary Conditions; Contract time and liquidated damages.

C. Section 01 31 00: Project Management and Coordination.

D. Section 01 33 00: Submittal Procedures.

1.03 SCHEDULE DESCRIPTION

A. Schedule shall be based on and incorporate Contract Milestone and Completion Dates specified in the Contract Documents. Schedule shall furnish or comply with the following requirements:

1. Time scaled cost loaded CPM type schedule.
2. No activity on schedule shall have duration longer than 21 calendar days, with exception of fabrication and procurement activities, unless otherwise approved by the State. Activity durations shall be total number of actual days required to perform that activity including consideration of weather impact on completion of that activity. The schedule shall include all construction activities and related activities, on and off site. All activities shall have "Earliest Start Date" and "Latest Start Date" and "Earliest Finish Date" and "Latest Finish Date". Specific activities shall be included, as indicated in this Section, and shall also include, but not be limited to Mobilization, Construction of Temporary Facilities and Start-Up and Testing Activities.
3. Procurement of major equipment, through receipt and inspection at job site, identified as separate activity.
4. State-furnished materials and equipment, if any, shall be identified as separate activities.
5. Dependencies (or relationships) between activities.
6. Processing/approval of submittals and shop drawings for major equipment. Activities dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.

7. Total cost of performing each activity. Cost shall be total of labor, material, equipment, including overhead and profit. Sum of cost for activities shall equal total contract value.
8. Responsibility code for each activity corresponding to subcontractor responsibility for performing the Work.
9. Allow 30 calendar days for developing punch list(s), completion of punch list items, and final inspection of Work, or designated portion thereof, by the State. No other activities shall be scheduled during this period.
10. Interface with work of other contractors (or entities).
11. Separate buildings and other independent project elements shall be individually identified in network.

B. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the State, and formalized by Change Order.

C. Schedule shall be the basis for evaluating job progress, progress payments, and time extension requests. Contractor shall develop Schedule and monitor actual progress as compared to Schedule.

- D. Contractor shall use Microsoft Project 2010, Primavera Suretrak, Primavera P6 Professional Project Management software, or equal.

If Contractor chooses to use an equal to specified software, submit software data for approval and provide the State with licensed copy of latest revision of approved software registered to the State. Software shall be compatible with MS /Windows 7 operating system.

1.04 SUBMITTALS

- A. Schedule for First 90 Days: Within 10 calendar days after the Start Date stated in the Notice to Proceed, and prior to proceeding with any work on site, submit diskettes and 3 prints of detailed Schedule presenting orderly and realistic plan for completion of the Work for the first 90 days, in conformance with requirements of this Section.

1. Provide MS-Windows files by compact disks or flash drives or email containing Schedule files.
2. The State will review submitted Schedule for conformance with requirements. Within 7 calendar days after receipt, the State will accept Schedule or will return it with comments. If proposed Schedule is not accepted, Contractor shall revise Schedule to incorporate comments and resubmit Schedule for acceptance within 7 calendar days after receiving it.
3. Acceptance of Schedule by State, failure of Schedule to include an element of work, or inaccuracy in Schedule will not relieve Contractor from responsibility for accomplishing Work in accordance with the Contract.

- B. Procurement Log: Submit 1 copy of a Procurement log, cross-referenced to Schedule, including the following information for each type of material or equipment to be provided:

1. Material or equipment description.

2. Technical specification reference.
 3. Duration in calendar days required for preparation and review of submittals.
 4. Duration in calendar days required for fabrication and delivery.
 5. Cross reference to activities which will be affected by delivery date of material or equipment item.
 6. Scheduled delivery dates.
- C. Official Progress Schedule: Within 30 calendar days after the Start Date stated in the Notice to Proceed and prior to the first progress payment, submit diskettes and 3 prints of detailed Schedule presenting orderly and realistic plan from the start date to completion of the Work in conformance with requirements of this Section.
1. Provide MS-Windows files by compact disks or flash drives or via email containing Schedule files.
 2. The State will review submitted Schedule for conformance with requirements. Within 14 calendar days after receipt, the State will accept Schedule or will return it with comments. If proposed Schedule is not accepted, Contractor shall revise Schedule to incorporate comments and resubmit Schedule for acceptance within 7 calendar days after receiving it. Accepted Schedule shall become the Official Progress Schedule.
 3. Acceptance of Schedule by State, failure of Schedule to include an element of work, or inaccuracy in Schedule will not relieve Contractor from responsibility for accomplishing Work in accordance with the Contract.
- D. Updates, Reports, and Revisions: Submit compact disks or flash drives or via email and 1 copy of updates, reports, and revisions, as required under Articles 1.05, 1.06, and 1.07 of this Section.

1.05 SCHEDULE UPDATES

- A. Contractor shall submit to State an up-to-date status report of the Work, at uniform intervals, once each month, prior to progress payment. Status report shall include:
1. Contractor's estimated percentage complete for each activity not yet complete.
 2. Actual start/finish dates for activities as appropriate.
 3. Identification of processing errors, if any, on previous update reports.
 4. Revisions, if any, to assumed activity durations including revisions for weather impact for activities due to effect of previous update on schedule.
 5. Identification of activities which are affected by proposed Change Orders issued during update period. (See Network Window, Article 1.06 B).
 6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in Schedule because of actual construction progress, Contractor shall submit revision to schedule logic to conform to current status and direction.

B. The State will review updated information and meet with Contractor each month to determine status of the Work. If agreement cannot be reached on any issue, the State's determination will be used in processing of update by Contractor.

C. Contractor shall incorporate the State's review comments and submit reports and number of copies as required under Article 1.04 of this Section.

D. Progress payments pursuant to Contract will be based on the update of the Schedule.

E. Partial payment for "mobilization" shall be made in percentages as follows (less retainage):

Contract Amount Completed	Payment for Mobilization
5 %	50% of amount bid for mobilization, or 5% of original Contract amount, whichever is lesser.
10%	75% of amount bid for mobilization, or 7.5% of original Contract amount, whichever is lesser.
20%	95% of amount bid for mobilization, or 9.5% of original Contract amount, whichever is lesser.
50%	100% of amount bid for mobilization, or 10% of original Contract amount, whichever is lesser.

Upon completion of all Work on the Project, payment of any amount bid for mobilization in excess of 10% of the original Contract amount will be paid.

1.06 SCHEDULE REVISIONS

A. If sequence of construction differs significantly, as determined by the State, from Schedule, Contractor shall submit within 21 calendar days a revised Schedule to the State for review.

B. When proposed Change Order is issued which has potential to impact specified completion dates, a Network Window shall be prepared by Contractor to reflect impact of such changes. After Network Window has been accepted and Contractor ordered to proceed with proposed Change Order, it shall be incorporated into Schedule. No additional cost beyond that provided in the General Conditions will be allowed for incorporation of approved proposed Change Orders into Schedule.

C. Should Contractor, after acceptance of Schedule, intend to change their plan of construction, they shall submit their requested revisions to the State, along with written statement of revision, including description of logic for rescheduling the Work, methods of maintaining adherence to intermediate milestones and other specific dates and reasons for revisions. If requested changes are acceptable to the State, they will be incorporated into Schedule in next reporting period.

D. Schedule revisions shall be submitted at least 7 calendar days prior to date of submission of update information; number of copies as specified in Article 1.04 of this Section.

1.07 SCHEDULE REPORTS

A. Contractor shall submit the following reports for the Schedule, Schedule updates, Schedule revisions and recovery schedules:

1. Schedule Logic Report listing activities, their early/late and actual start and finish dates, duration, float and logic relationship of activities sorted by early start.
 2. Cost Report listing each activity and its associated cost, percentage of Work accomplished, earned value to date, previous payments and amount earned for update period.
 3. Bar chart showing status of activities.
 4. Narrative report with updated progress analysis, which shall include description of problem areas, current and anticipated delaying factors and their impact, explanation of corrective action taken and proposed revisions for recovery. Narrative report on submitted Schedule shall outline Contractor's overall plan, strategy, crew movement and utilization and other considerations in developing the Schedule.
 5. Network Plots presenting time scaled network diagram showing activities and their relationships.
 6. Cash Flow report calculated by early start, late start and indicating actual progress.
- B. In addition to the above reports, the State may request, from month-to-month, any of the following reports:
1. Total float from least to most.
 2. Activities by early start.
 3. Activities by late start.
 4. Activities grouped by subcontractors or selected trades.
 5. Activities with scheduled early start dates in a given time frame (i.e. 30 or 60 day outlook).
- C. Contractor shall submit compact disks or flash drives or via email and number of copies of Schedule reports as specified in Article 1.04 of this Section.

1.08 TIME EXTENSIONS

- A. Contractor shall submit network window for claimed time extension requests, showing impact of claimed delay on Schedule.
- B. Float or Slack Time is the amount of time between earliest start date and late start date or between earliest finish date and latest finish date of activities of Schedule. No time extensions or delay costs will be allowed for delays caused by the State, on paths or activities containing float time, providing such delay does not exceed float time in latest updated version of Schedule.
- C. The State shall have no obligation to consider time extension request unless requirements of Contract Documents are complied with; the State shall not be responsible or liable to Contractor for constructive acceleration due to failure of the State to grant time extensions under the Contract Documents, should Contractor fail to comply with submission requirements and justification requirements of this Contract for time extension requests. Contractor's failure to perform in accordance with Schedule shall not be excused because Contractor has submitted time extension requests, until and unless such requests are approved by the State.

1.09 SHORT INTERVAL SCHEDULE

- A. Short Interval Scheduling (SIS) shall be used throughout onsite construction activity.
- B. Interval shall be a 3 week projection and shall include week submitted and two weeks thereafter.
- C. It shall contain sufficient detail to evaluate daily milestones and manpower/equipment loading and shall identify/tie into monthly updated Schedule.
- D. Short Interval Schedule shall be submitted weekly.
- E. A weekly meeting will be scheduled by the State to review and discuss Short Interval Schedules.

1.10 RECOVERY SCHEDULE

A. If Schedule falls 14 calendar days behind schedule on milestone dates or completion dates, Contractor shall prepare and submit Recovery Schedule, form and detail appropriate to the need, to explain and display how Contractor intends to reschedule those activities to regain compliance with Schedule during immediate subsequent pay period.

B. Recovery schedule, upon acceptance by the State, shall be incorporated into Schedule by Contractor.

1.11 DAILY REPORTS

A. Contractor shall submit Daily Activity Report to the State for each workday, including weekends and holidays, when worked.

B. Contractor may use Contractor's own report form, provided it contains same information included in standard form furnished by the State.

1.12 PAYMENTS WITHHELD

A. Progress Payments may be withheld in whole or in part should Contractor fail to comply with requirements of this Section.

B. Refer to Document 00 72 00, General Conditions of the Contract for Construction.

END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Photography.
- B. Digital Files.
- C. Prints.
- D. Submittals.

1.02 RELATED SECTIONS

- A. Document 00 72 00 - General Conditions of the Contract for Construction; Payment procedures.
- B. Section 01 11 00: Summary.
- C. Section 01 33 00: Submittal Procedures.
- D. Section 01 35 16: Alteration Project Procedures.
- E. Section 01 35 53: Correctional Project Procedures.
- F. Section 01 77 00 - Closeout Procedures: Project record documents.

1.03 PHOTOGRAPHY

- A. Provide full-color digital photography of site and construction throughout progress of Work produced by commercial photographer or other experienced photographer acceptable to the State.
- B. Provide non-aerial photographs from four cardinal views, minimum, at each specified event, for each building or construction activity area, until completion of Project. Provide additional oblique angles of view and/or close-ups as required to properly communicate stage of construction process being recorded.
- C. Provide factual presentation. Prints and/or digital files shall not be manipulated in any manner except as to correct for exposure/contrast and/or sharpness shortcomings.
- D. Provide images with optimal exposure, contrast, sharpness/resolution and maximum depth-of-field and minimum distortion.
- E. Take photographs not more than three calendar days prior to each scheduled application for payment, and as required to record the following events:
 - 1. Site clearing.
 - 2. Grading/Building pads.
 - 3. Excavations/Backfilling.
 - 4. Underground utility/infrastructure connections.
 - 4. Foundations.

CONSTRUCTION PHOTOGRAPHS

5. Structural framing.
6. Enclosure of buildings (all faces).
7. Interior progress (room-by-room; area-by-area for larger spaces).
8. Final completion.

F. Provide digital photos and digital video of existing conditions. Refer to Section 01 35 16 for additional requirements. Contractor shall pay particular attention to any historic elements.

1.04 DIGITAL FILES

- A. Digital capture shall be utilized.
- B. Digital files shall have date (month/day/year) and time imprinted/recorded by camera at time of exposure.
- C. Submitted digital files shall be in JPEG or TIFF format.
- D. Digital files shall be a minimum of 640x480 pixels.

1.06 SUBMITTALS

- A. Deliver digital files to State within 10 calendar days after taking photographs of each event with transmittal letter as specified under Section 01 33 00.
- B. Maintain one set of digital files, identical to those submitted to the State, at the Project site.
- C. Deliver digital files to State on accordingly labeled CD-R or flash drive. Catalog and index files in chronological sequence.
- D. All digital files shall become the property of the State without restriction on their use.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. To ensure that specified products are furnished and installed in accordance with Drawings and Specifications, transmittal procedures have been established for submittals for review by the State.
- B. Make all following submittals in strict accord with provisions of this Section and with requirements of the General Conditions of the Contract for Construction.
 - 1. Progress Schedule and Reports; including the Schedule of Values.
 - 2. Product Certification.
 - 3. Shop Drawings.
 - 4. Descriptive Data/Material Lists.
 - 5. Samples.
 - 6. Substitutions.
 - 7. Construction Waste Estimate.
 - 8. Certification of Recycled Content.
 - 9. Photography
 - 10. Alteration Project Procedures

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction.
- B. Section 01 32 16: Progress Schedules and Reports.
- C. Section 01 60 00: Product Requirements.
- D. Section 01 74 19: Construction Waste Management; submittal of Construction Waste Estimate.
- E. Section 01 74 20: Recycled Content Certification.
- F. Section 01 77 00: Closeout Procedures; Submittal of operating and maintenance manuals, record documents, guaranties/warranties, Construction Waste Management Report, State Agency Buy Recycled Campaign Procurement Summary, and other closeout documentation.
- G. Test Reports: Pertinent Specification Sections.

SUBMITTAL PROCEDURES

H. Individual Submittals Required: Pertinent Specification Sections.

PART 2 - PRODUCTS

2.01 PROGRESS SCHEDULE

- A. Prepare and submit Progress Schedule of operations as required by Section 01 32 16.
- B. Relate Progress Schedule to entire Project. Indicate dates for submission of required submittals.
- C. Submit Schedule of Values with Progress Schedule. Refer to General Conditions of the Contract for Construction, Paragraph 3.10, Contractor's Progress Schedule, and to Section 01 32 16, Progress Schedules and Reports, for additional cost breakdown requirements.

2.02 PRODUCT CERTIFICATIONS

- A. Where specifically indicated by pertinent Specification Sections, submit proper certification by recognized producer or association. Certifications shall attest to product's compliance with requirements of Contract Documents.

2.03 SHOP DRAWINGS

- A. Submittals shall include one reproducible transparency of each original and 6 prints of each transparency, name and location of project, name of Contractor, work order and contract numbers and cross references to contract documents. Number shop drawings consecutively. Make drawings legible and complete in every respect. Refer to General Conditions of the Contract for Construction, Paragraph 3.12.
- B. If Shop Drawings show variations from Contract requirements because of standard shop practice or other reason, make specific mention of such variations in letter of transmittal, as well as on drawings, in order that (if acceptable) suitable action may be taken for proper adjustment of Contract. Unless specific changes have been noted and accepted, no deviations from Contract Documents will be permitted.
- C. Transparencies will be returned to Contractor for Contractor's reproduction and use. State will make prints for its own use.

2.04 PRODUCT DATA/MATERIAL LISTS

- A. Manufacturer's Standard Schematic Drawings:
 - 1. Modify drawings to delete information which is not applicable to Project.
 - 2. Supplement standard information to provide additional information applicable to Project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.

SUBMITTAL PROCEDURES

3. Show performance characteristics and capacities.

4. Show wiring diagrams and controls.

5. Include calculations when applicable.

C. Material Safety Data Sheets (MSDS): Include for materials which require manufacturer's warnings and application instructions listed on MSDS provided by the product manufacturer.

2.05 SAMPLES

A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.

B. Where size of samples is not specified, office samples should be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material, with integrally related parts and attachment devices.

2. After review, samples may be used in construction of Project.

C. Field Samples and Mockups:

1. Erect at Project site at location acceptable to State, unless otherwise approved.

2. Construct each sample or mockup complete, including work of all trades required in finished work.

2.06 SUBSTITUTIONS

A. State's Acceptance required:

1. Contract is based on materials, equipment and methods described in Contract Documents.

2. State will consider proposals for alternative materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by State to evaluate proposed substitution.

3. Do not use alternative materials, equipment or methods unless such substitution has been specifically accepted for this work by the State.

4. Refer to General Conditions of the Contract for Construction, Subparagraph 3.12.10, Substitutions and Approved Equals, and Section 01 60 00, Product Requirements.

B. Coordination: Acceptance of substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Drawings and Specifications, and Contractor shall be responsible at Contractor's own expense for changes in other parts of Contractor's work or work of others, including, but not limited to redesign costs of the Project which may be caused by acceptance of substitution.

C. Submit separate request for each product and support each request with:

SUBMITTAL PROCEDURES

1. Product identification.
2. Manufacturer's literature.
3. Samples, as applicable.
4. Comparison of proposed product with specified product.
5. Name and address of similar projects on which product has been used, and date of installation.

D. Submit data relating to changes in construction schedule, if any.

E. Substitute products shall not be ordered without written acceptance of the State.

F. The State will determine acceptability of proposed substitutions (alternatives) and reserves the right to reject proposals due to insufficient information.

2.07 CONSTRUCTION WASTE ESTIMATE

A. Submit Construction Waste Estimate form within 10 calendar days after the Start Date stated in the Notice to Proceed.

B. Refer to Section 01 74 19, Article 1.04 and Appendix 01 74 19.1, Construction Waste Estimate.

2.08 SUBMITTAL OF RECYCLED CONTENT CERTIFICATION

A. Product submittals from one or more of the eleven product categories as outlined in Section 01 74 20, Recycled Content Certification, shall be accompanied by a completed Recycled Content Certification Worksheet, Appendix 01 74 20.1.

B. An electronic copy of the form will be provided by the State at the Project start meeting, for Contractor's use.

C. Refer to Document 00 72 00, General Conditions of the Contract for Construction, Paragraph 3.21, Certification by Contractor of Recycled Content, and to Section 01 77 00, Closeout Procedures, for submittal of the State Agency Buy Recycled Campaign (SABRC) Procurement Report.

PART 3 - EXECUTION

3.01 SUBMISSION REQUIREMENTS

A. Schedule submissions at least three weeks before dates reviewed submittals will be needed and within the time periods specified in 3.01C. The State will review submittals within 21 calendar days unless the State notifies the Contractor in writing that a review of a specific submittal will take longer. Should the State review a submittal sooner, the Contractor shall not assume that a new timeline has been established.

B. The Contractor is herein made aware that deferred approval submittals, including but not limited to submittals requiring design review by the State's consultants and/or controlling agencies, such as the SFM, OSHPD, DSA, will have longer review periods. The Contractor shall contact these agencies at the onset of the start of construction to determine the length of time for review, back-checks and approval and appropriately include this time in their Progress Schedule to avoid delays.

SUBMITTAL PROCEDURES

- C. Except as otherwise specified for substitutions in Document 00 72 00, General Conditions of the Contract for Construction, Clause 3.12.10.1, and for certain other items in this Section 01 33 00, make submissions within the following number of days after the Start Date of the Work.
1. Items needed in initial stages of Work or requiring long lead-time for ordering: 30 calendar days.
 2. Deferred Approval submittals, for review and approval by agencies such as SFM, OSHPD, DSA: 30 calendar days.
 3. Electrical, mechanical and equipment items other than those covered by B.1. above: 60 calendar days.
 4. All other items: 90 calendar days.
- D. Identification: Identify submittals with names and location of Project, name of Contractor and work order and Contract numbers.
1. Submittals shall be accompanied by letter of transmittal addressed to State, to parties as identified in State's letter of instruction to be issued to Contractor at start of Project.
 2. Each submittal shall be consecutively numbered and shall contain list of items submitted, properly identified as to drawing numbers, Specifications Section or other identification.
 3. Submittals not adequately identified will be returned to Contractor for correction and resubmittal.
- E. State will review submittals for conformance with contract documents: Acceptance of submittals by State covers only such conformance. Effort will be made by State to discover errors, but responsibility for accuracy and correction and resubmittal shall be the Contractor's.
- F. Acceptance of submittals will be general and shall not relieve Contractor from responsibility for proper fitting and construction of Work, nor from furnishing materials and work required by Contract which may not be indicated on submittals.
- G. No portion of work requiring submittals shall be commenced until submittal has been accepted by State. All such portions of work shall be in accordance with accepted submittals.
- H. Number of copies required by State: Provide copies as follows; or greater quantity where so specified in individual Specification Sections. Add number of copies required by Contractor for Contractor's distribution to the following numbers:
1. Progress Schedule, including Schedule of Values: One reproducible and 3 copies. Include diskettes when CPM schedule is provided.
 2. Certification: 3 copies
 3. Shop Drawings: Reproducible transparencies - one transparency of each original drawing, and 6 prints of each transparency.
 4. Product Data/Material Lists: 6 copies
 5. Samples: As specifically indicated in pertinent Specification Section.

6. Samples for Color/Pattern Selection. One set of manufacturer's complete range for initial selection: and additional samples as requested of selected color/pattern for inclusion in final color schedule.
 7. Substitutions: 6 copies of required related data and information.
- I. Submittals shall include:
1. Date and revision dates.
 2. Project title and work order number.
 3. Names of Contractor, subcontractor and supplier or manufacturer.
 4. Identification of product or material.
 5. Relation to adjacent structure or material.
 6. Field dimensions, clearly identified as such.
 7. Specification Section number.
 8. Consecutive submittal number.
 9. Blank space for State's stamp.
 10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

END OF SECTION

SECTION 01 33 29.08

BUY CLEAN CALIFORNIA REPORTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes general requirements and procedures for reporting the embodied carbon emissions of construction materials used in public works projects.
- B. Submit current facility-specific environmental product declaration for each eligible material proposed to be used on the Project.

1.02 DEFINITIONS

- A. Environmental Product Declaration (EPD): Type III environmental impact label, as defined by the International Organization for Standardization (ISO) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity.
- B. Facility-specific EPD: Product EPD in which the environmental impacts can be attributed to a single manufacturer and manufacturing facility.
- C. Eligible Materials: Any of the following:
 - 1. Carbon steel rebar.
 - 2. Flat glass.
 - 3. Mineral wool board insulation.
 - 4. Structural steel.

1.03 SUBMITTALS

- A. General: Buy Clean California submittals are required to be submitted along with other required submittal items for eligible materials as described in the Specifications.
- B. Facility-specific Environmental Product Declaration: For each eligible material proposed to be used on the Project.
 - 1. Facility-specific EPDs must comply with ISO 14025. An expired EPD will not be accepted.
- C. Eligible Materials Cost Data: Prior to project closeout, provide statement indicating total cost for eligible materials used on the Project. Costs exclude labor, overhead, and profit. Include breakout of costs for each eligible material.
- D. Eligible Materials Quantity Data: Prior to project closeout, provide statement indicating total quantity for eligible materials used on the Project. Include breakout of quantities for each eligible material.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01 35 16

ALTERATION PROJECT PROCEDURES

1.01 GENERAL

- A. Requirements hereunder apply to alteration work shown on Drawings and specified in Sections pertaining to crafts or trades involved.

1.02 ALTERATIONS

- A. Provide labor, materials, equipment and transportation as required to complete construction. Alteration work shall be performed by applicable crafts or trades involved.

1.03 REMOVAL WORK

- A. Perform removal work, including wrecking and cutting necessary to alteration work, changing or elimination of old features, installation of new work, or joining and keying of new work to existing work. Items removed temporarily for convenience of Contractor shall be removed and replaced by Contractor, as approved.

1.04 ADJACENT SURFACES OR FEATURES

- A. Replace, patch and finish in kind, adjacent surfaces or features displaced or disturbed in performance of alteration work. Broken and cut units shall be replaced with whole units.
- B. Except as otherwise shown or specified, join new work to existing work to match similar existing adjoining work. Prepare existing surfaces to receive new work.
- C. Prior to start of construction, in the presence of the State's Representative, Contractor shall provide digital CD/DVD w/audio and take digital photo documentation of existing conditions (Refer to Section 01 32 33 for additional requirements) and survey buildings and grounds affected by this Project and submit itemized list of defects, e.g. broken glass, window screens, salvage items, paving, walks, etc. Contractor shall make a copy of the video tape or CD/DVD and digital photos for Contractor's use and deliver the original to the State for use at Project close out. At completion of Project, defects not noted on that list or not verifiable on the CD/DVD or digital photos shall be corrected or replaced by Contractor at no cost to the State.

1.05 SALVAGED ITEMS

- A. When specifically indicated, salvable items removed in alteration work may be reused; otherwise new items shall be provided. Removed items and materials not of value to State and not reused in the Work shall be disposed of off premises at Contractor's expense.
- B. Salvaged items of value to State, and not reused in the Work, shall remain State property; store on site where directed.

1.06 LAYOUT OF WORK

- A. Establish exact layouts, locations, lines and elevations of work in relation to existing work. Obtain and verify measurements for new work in existing areas.
- B. Refer also to Section 01 31 00, Project Management and Coordination.

ALTERATION PROJECT PROCEDURES

1.07 PROTECTION OF EXISTING WORK AND NEW WORK

- A. Provide protection against weather and construction operations for existing equipment, finishes, floors and floor coverings, furniture, fixtures, hardware and other improvements in and about altered areas.

1.08 SHORING, BRACING, UNDERPINNING

- A. Provide temporary support for work as required by construction operations and to ensure safety.

1.09 INTERFERENCE

- A. Interference with or inconvenience to occupants shall be kept to a minimum.

1.10 NOISE

- A. Noisy motors, cutting, drilling, and fastening equipment shall be operated without disturbance to occupants of the building or adjacent buildings.

1.11 DUST AND RUBBISH

- A. Premises shall be kept clean and in a safe condition. Rubbish shall be removed as it accumulates.
- B. Temporary dust-retarding partitions and barricades shall be built around work areas as indicated on the Drawings.

1.12 INTERRUPTION OF SERVICES

- A. Interruption of electrical power for performance of work may be permitted only after consultation with the onsite State Representative. Temporary electrical power shall be provided to meet requirements of this Article. Added cost to Contractor due to necessity of complying with this Article shall be deemed to have been included in lump sum bid amount for Work of this Contract. Refer to requirements in Section 01 11 00 for interruption of services.
- B. Contractor shall provide his own temporary construction lighting and power as required in areas where work is being performed, when normal site power is disrupted.

1.13 ACCESS, DELIVERY, AND HAULING

- A. Materials and equipment shall be delivered and rubbish removed through passages designated by the State. Deliveries of materials and equipment to jobsite shall be made with a Contractor's representative present.
- B. Keep corridors and entrances, for use of occupants, and reasonable access thereto, clear of building materials, refuse, and the like.
- C. Refer to Section 01 60 00 for transportation, handling, and storage requirements.

1.14 CONSTRUCTION AREA

- A. Contractor's employees, equipment, and materials shall be restricted to immediate area of construction.

1.15 CONSTRUCTION OFFICES/STAGING/STORAGE SPACE

- A. Spaces used by Contractor and subcontractors for materials storage, staging and/or office space within building, shall be protected and restored before completion of Contract to prior existing or better than prior existing condition.

END OF SECTION

SECTION 01 35 53

CORRECTIONAL SECURITY PROJECT PROCEDURES

PART 1 - GENERAL

1.01 GENERAL

- A. The following special requirements for Department of Corrections Institutions are applicable to the DSH METROPOLITAN SNF Building site; hereinafter referred to as Institution. Security regulations include, but are not limited to, the given provisions in this Section.
- B. Reference: Contractor, subcontractors, and their on-site employees will be required to read, sign, and date the "Digest of Laws Related to Association with Prison Inmates"; a copy of which is included as Appendix 01 35 53.1 following this Section.

1.02 USE OF PROPERTY

- A. Contractor shall confine work operations to the areas of work indicated on the Drawings. Material storage, shop facilities, and the like, shall be located as near to the working areas as custodial regulations permit. However, entering and exiting of Institution grounds from and to lay-down, material storage, fabrication, and tool storage areas will be required. Contractor shall make allowances in bid for delays caused by routine gate inspections and checking in and out. Contractor shall allow up to 1 hour each way for access arrival/departure of employees and material to and from Institution grounds.
- B. The Chief of Plant Operations, or Chief's designee, will designate an appropriate material storage, tool storage or shop facility area, and the like, on Institution grounds for Contractor's use.
- C. Materials, supplies and persons shall be subject to inspection by Custodial Officers at gates before entering or leaving Institution grounds.

1.03 CONTRACTOR'S WORKERS

- A. Contractor's personnel must receive C.I. & I. clearance prior to entering the Institution. C.I. & I. clearance will include fingerprinting, photography and orientation by the personnel office at the Institution. Approximately 3 hours should be included with Contractor's bid for each person entering the Institution. This will be required of each new worker only once.
- B. Workers will be required to show photo identification and their Institution-issued identification. They will be allowed to park their private vehicles outside the security perimeter, as directed by the Correctional Officer.
- C. No firearms, ammunition, narcotics, knives, drugs, intoxicants, handcuffs, alarm keys, cellular telephones, cameras, audio recording devices or explosives will be allowed on the premises. All persons shall remove ignition keys from their vehicles and lock the vehicle when it is not in use.
- D. Construction personnel will not be permitted into occupied areas without being escorted at all times by a Correctional employee.
- E. Workers will be in the same vicinity of inmates at times. Custodial Officers will advise workers and inmates of standard procedures to maintain separation.

- F. Contractor's personnel will be required to work in clothing different from that worn by the inmates. Blue, black or acid washed denim trousers, camouflaged clothing, red or orange jumpsuits, and blue or black chambray shirts will not be allowed.
- G. Within 10 calendar days after award of Contract, Contractor shall provide list of personnel who will be working on Project site. Contractor shall provide 48 hours notice of changes or additions in personnel as such changes or additions occur.
 - 1. Listing shall include the following information:
 - Name (as it appears on the Driver's license)
 - Driver's License Number
 - Proof of negative TB testing report.
 - 2. Prior arrest/conviction record may or may not affect the eligibility of a worker. The Superintendent of the Institution will decide in each individual case. The Institution stresses that Contractor's personnel should be as truthful and divulging as possible to assist in these decisions. Information about work arrest/conviction records will be kept confidential.
 - 3. Name of Contractor's pre-approved personnel working on Project site, separated according to trade classification, shall be submitted to Institution at least 24 hours before commencing work of that trade.
 - 4. Workers may enter Project site with temporary gate passes issued each day after security clearance has been obtained, prior to obtaining C.I. & I. identification.
 - 5. Allow 5 working days for security clearance, prior to new employee being permitted on Project site. Workers are subject to eviction from Institution at any time when a question of security clearance arises. Eviction for this reason is not a statement as to the character of the employee being evicted. Allow 30 days to verify security clearance where a question has arisen.

1.04 WORK HOURS

- A. Normal work hours are from 7:00 a.m. to 6:00 p.m. However, the State shall reserve the right to adjust start/quit times in the best interest of the Project.
- B. Contractor shall make special arrangements for overtime work with the Associate Warden of Custody through the State Inspector for the Project. No overtime will be allowed unless prior approval has been obtained.
- C. Contractor shall pay for necessary Institution custodial services for time before and after normal working hours and time worked on Saturday, Sunday or State holiday. Arrangements for extra custodial service shall be made 48 hours in advance. A minimum of two Custodial staff are required. Staffing requirements will be determined by the Institution. Charges to Contractor for extra custodial services will be \$32.50 per hour for each staff member.

1.05 SECURITY

- A. If Institution officials deem it necessary to declare a "State of Emergency", work may be curtailed or terminated for the duration of said emergency. Contractor shall be aware that events of this nature are considered potentially every day occurrences on project sites of this nature. Requests for additional compensation for occurrences of the aforementioned type will not be considered.
- B. All persons shall remove ignition keys from their vehicles when they are out of the vehicle. Contractor's equipment shall be rendered temporarily inoperative when not in use; by locking or other means.
- C. In order to maintain Institution security, inspection searches on the project site may become necessary; therefore, keys shall be furnished to provide access to all locked areas or places on the project site and for periodic fire prevention inspection. The Institution will not be responsible for Contractor's loss due to fire.
- D. Personal search is not normally required. However, the Institution reserves the right to search workers when there is probable cause, as determined by the Institution.
- E. Lunch boxes, tool boxes and vehicles are inspected on a regular basis, as determined by the Custodial staff.
- F. Contractor is responsible for missing tools. In the event of missing tools, the expense of search by Custodial staff shall be paid for by Contractor.
- G. Debris loading into trucks or dumpsters shall be observed by a Custodial Officer. In the event an officer is not notified and present to view a loading, Contractor shall remove the debris from the truck or dumpster to the satisfaction of the officer in order to make an inspection. Costs for such actions shall be paid for by the Contractor.
- H. Restaurant facilities are not available for Contractor's personnel. Workers will have to carry lunch boxes and shall eat in designated areas only. Aluminum cans are permitted. Glass bottles and metal utensils are not permitted.
- I. Contractor will be required to provide the Institution, or its representative, with a master inventory list of tools brought into the Institution. These tools, and the like, shall be stored in locked boxes outside Institution gates.
- J. Under the administration of the Correctional Officer Escorts, the master inventory list will be checked once at beginning of each work period, once during work period, and once again at end of work period. Master inventory list will be held by Correctional Officer Escorts. Correctional Officer Escorts shall report lost or broken tools to their Supervisor. This loss shall also be reported on "Loss of Tools Report" form, to be completed by Contractor.
- K. Contractor shall include in the bid all costs necessary to accommodate Correctional Officer Escorts in the inventories (tool checks), described above, to the satisfaction of the Correctional Officer.
- L. Tools and equipment not necessary for completion of Project should be removed from vehicles and tool boxes prior to arriving at Institution. Removal of unnecessary tools and equipment will facilitate required searches.
- M. Broken tools shall be disposed of off Institution grounds. Contractor shall also ensure that metals, or other items deemed dangerous in the opinion of the Institution, are stored away and protected from inmate pilferage.

- N. Mismanagement of tools, equipment or materials will result in Contractor's personnel being removed and barred from Institution property. The Institution reserves the right to determine any mismanagement concerned.
- O. The following tools are considered "escape priority tools" and shall be color coded by Contractor, as directed by the Institution.
1. Contractor shall notify Institution personnel prior to use of the following items
 - a. Hacksaws.
 - b. Bolt cutters.
 - c. Oxygen-acetylene equipment.
 - d. Hydraulic jacks.
 - e. Blocks and tackles.
 - f. Ropes.
 - g. Ladders over 6 feet.
 - h. Portable scaffolds.
 - i. Files.
 - j. Steel pipe cutters.
 - k. Pneumatic jackhammers with equipment.
 - l. Welding torches and cutting tips.
 - m. Impact hammers and bits.
 - n. Powder activated tools.
 2. Items including, but not limited to the following, are considered dangerous tools and stock:
 - a. Knives.
 - b. Hatchets.
 - c. Axes.
 - d. Chisels.
 - e. Hammers.
 - f. Screwdrivers.
 - g. Prick punches.
 - h. Scribes.
 - i. Sharp pointed tools.
 - j. Electric grinders and/or belt grinders.
 - k. Shears and scissors.
 - l. Grinders, stationary or portable.
 - m. Shears - metal cutting (capable of shearing 1/16" metal stock).
 - n. Plexiglass, plastic or fiberglass.
 - o. Any other tools as designated by the Institution.
- P. Control of Hacksaw, Do-All Saw and Bandsaw Blades: Contractor shall notify the Institution prior to bringing hacksaws, do-all saws and/or bandsaw blades onto Institution grounds. Controlled items will be issued and stored in accordance with Institution policy. Lost blades or missing parts of broken blades shall be reported to the Correctional Officer Escort. Under no circumstances shall blades be brought into the Institution other than through outlined procedure.
- Q. Use and Control of Ladders: Ladders shall be used and transported under direct and constant supervision of Institution personnel. Ladders 6 feet in height and over, and which are not in use, shall be under chain and padlock furnished by Contractor. They shall be accounted for on a daily basis. At the end of work day, ladders shall be stored in an area designated by the Institution.
- R. Use and Control of Scaffolding: Contractor shall notify the Correctional Officer Escort prior to scaffolding being used in order that clearances may be obtained. When it is necessary to leave

scaffolding at the project site overnight or longer, the Custodial Coordinator will be notified so that he/she may evaluate security precautions that must be taken in the area that the scaffolding is to be left. Scaffolding shall be placed in an area which provides adequate security measures, as determined by the Institution. Scaffold shall be securely chained and padlocked in such a manner to prevent it from being moved. Chain and padlocking devices shall encompass more than single rungs or struts of scaffolding and thereby provide adequate protection from becoming freed from such security. When not in use on project site, scaffolding shall be broken down and stored in an area designated by Custodial Coordinator. Chains shall be furnished by Contractor. Locks shall be furnished by Correctional Officer.

- S. Control/Storage of Volatile Materials: Custodial control shall be maintained over volatile, quick and evaporating liquids and alcohol based thinners.
 - T. Locks on equipment, tool boxes, ladders and scaffolding shall be installed by Contractor to the satisfaction of the Custodial staff.
 - U. Gang boxes for storage of tools shall be specially constructed to allow for "shadow boards" or other means to quickly identify contents by Custodial staff.
- V. Storage Tools/Materials in Occupied Cell Blocks: Hand tools may be secured in gang box and then secured in unoccupied cell as directed by Custodial staff. Power tools, ropes, cutting outfit tips and other tools that will not fit in gang box shall be stored outside of cell block in area designated by Custodial Coordinator. Welding torches shall be broken down to separate gas tank from cutting tip. Tips may be secured in tool room, but gas tank shall not be stored inside security perimeter.
- W. In Unoccupied Cell Blocks: Hand tools may be secured in gang box and left inside of unoccupied cell block which is being worked on by Contractor. Power and other larger tools that cannot be secured in gang box may be left overnight in cell which will be secured by Custodial staff at end of work day. Ropes, ladders over 6 feet in height, cutting/welding torches and other equipment designated by Custodial staff shall be stored in area designated by Custodial staff. Welding torches shall be broken down to separate gas tank from cutting tip. Tips may be secured in tool room, but gas tank shall not be stored inside security perimeter. Hacksaw, bandsaw, and do-all blades shall be stored as previously described.

1.06 HOSTAGES

- A. Attention is directed to Title 15, Department of Corrections, Article 3304, hostages, which states: "Employees must not permit inmates or others to use hostages to escape from custody or otherwise interfere with orderly institutional operations. Hostages will not be recognized for bargaining purposes. All inmates, visitors and staff will be informed of this regulation."
- B. Responsible subcontractor personnel shall attend security briefing at Preconstruction Meeting.

1.07 REMOVAL OF DEBRIS

- A. Debris, waste materials, and other trash resulting from work of this project, shall be disposed of daily. Disposal shall be off of State property and Contractor shall pay fees required for use of public dumps. Burning on State property is prohibited. Containers/dumpsters in which debris is placed will be subject to clearance by Correctional Officers as stated in Article 1.05 of this Section. Arrangements for outside waste companies to enter Institution grounds to pick-up/drop-off dumpsters shall be made with the Custodial Coordinator. Dumpsters shall be off Project site by no later than 4:00 p.m.

1.08 WORKING INMATES

- A. Guarded inmates may be performing work at the Institution at the same time as Contractor. Under such conditions, Contractor shall cooperate with the State and conform to certain security requirements, as may be directed by the State.

1.09 CORRECTIONAL OFFICERS FOR SECURITY

- A. During the time of this Contract, the Institution will maintain Correctional Officers at the Project site for protection of persons and properties, at no charge to Contractor, while work is actually being performed during regular work hours. Should Contractor have no work force present on any particular working day, Contractor will be required to pay Institution guarding costs for each missed work day; unless Contractor notifies the Institution, through the State Inspector, at least 24 hours in advance of each particular working day on which Contractor expects no work force to be present.

1.10 CAMERAS AND AUDIO OR VISUAL RECORDING DEVICES

- A. Comply with requirements and restrictions set forth in Title 15, Department of Corrections, Article 3261.7, Cameras and other Audio or Visual Recording Devices. Contractor shall obtain approval from Institution prior to use of such devices within Institution grounds.

END OF SECTION

HOSPITAL PROJECT PROCEDURES

1.01 SPECIAL SECURITY

- A. General: Contractor shall be aware that the construction site is on California State Hospital property. In addition, State Hospital has patients which occupy housing in same general area as Contractor's work area.
- B. Cooperation: Contractor shall cooperate with State Hospital authorities, observe and comply with all regulations presently in force on Hospital grounds, and shall not cause interference with operations of existing Hospital areas nor completed areas which have been occupied by State.
- C. Occupied Facilities: State may begin occupancy of completed areas on day immediately following completion and the following restrictions apply to all occupied areas. Occupied facilities are those facilities, existing or new, which have patient or employee occupants.
 - 1. Construction personnel will not be permitted into any occupied area without being escorted at all times by a State Representative.
 - 2. Personnel going into occupied areas must have both Contractor identification (reference Paragraph G.2) and valid California identification.
 - 3. Work conducted in occupied portions of Hospital must be carefully coordinated with State Hospital personnel 48 hours in advance to allow scheduling of escorts.
 - 4. Restrictions may be placed on quantity and type of tools and materials taken by construction workers into occupied areas. Workers will be required to account for tools and materials taken into occupied areas every time workers with escorts depart for breaks, meals, or end of workday.
 - 5. Occupied areas operate on a round-the-clock basis, therefore, Contractor shall at all times conduct his/her operations so as not to interrupt or disrupt the functioning of Hospital staff or plant. All work which will affect the operation of the Hospital must be scheduled 48 hours in advance and be accepted by State.
- D. Use of Property:
 - 1. Contractor shall confine Project operations to areas shown on Project Drawings. State will coordinate use of property areas with Contractor to ascertain that Contractor's needs are fulfilled to fullest extent possible within project constraints and Hospital regulations.
 - 2. Contractor shall submit layout plan showing proposed location of offices, employee parking, material storage, shop facilities, and other major work areas to State for acceptance prior to site mobilization.
 - 3. Clear access for emergency vehicles shall be maintained at all times.
 - 4. Contractor access to site shall be as directed by State.
 - 5. No open burning or trash dumping will be allowed.

6. Contractor shall make site available to State's operations personnel and inspectors at all times. Contractor shall anticipate that State personnel will visit site on frequent, irregular basis to observe progress of work.
7. Use of explosive powered tools and other explosives shall be by special arrangement with State.
8. Tools, both worker and Contractor owned, shall be stored at close of working hours and located in a place of security provided by Contractor, as accepted and directed by State.
9. Contractor shall report to State, immediately on discovery, of loss of tools, equipment, or materials stored or used on site. State will not be responsible for losses due to theft or otherwise.
10. Custodial control shall be maintained for volatiles, quick evaporating liquids, alcoholic base thinners, cutting instruments and tools, files, ropes and ladders. Custodial regulations may require alteration as job progresses as directed by State.
11. In order to maintain Hospital security, Contractor will be required keep construction access and items under custodial control; locked at all times. Contractor shall provide construction access keys to the State as directed.

E. Safety Precautions:

1. Refer to Document 00 72 00, General Conditions of the Contract for Construction, Article 10.
2. Open Trenches and Excavations: After working hours, or when workmen are not present, provide secure safety barriers, such as properly sized cable, lumber, pipe railings or, where practical, temporary fencing, with warning lights, to prevent patients, staff and other pedestrians from falling into openings.
3. Hazardous Materials: Prevent access by patients to hazardous materials, such as pieces of pipe, conduit, reinforcing bars, wire, cords, rope, bricks, broken concrete or other material. Remove hazardous spilled liquid materials immediately.
4. Oxygen and acetylene cylinders shall be protected by fastening to walls or rigid posts, with screw caps replaced at end of each day.

F. Utilities: Utilities shall not be interrupted except with approval of State. Forty eight hour written notice followed by State's approval is required prior to interruptions. Schedule interruptions so as to minimize duration and disruption to existing operation.

G. Personnel Security:

1. Prior to beginning work on site, Contractor will be required to submit to State a list of employees working on this Project. Employees may be required to submit to fingerprinting. Contractor will be responsible for ensuring that its employees read and comply with Hospital regulations.
2. Contractor shall develop a construction company identification card for its employees assigned to the site. I.D. card shall list Contractor's name and address, employee's name, date of issue and shall be signed by authorized Contractor's representative, and individual employee. I.D. card shall contain affixed minimum 1" x 1-1/2" full face photograph of employee. Construction personnel will not be permitted access to site without this I.D. card.

3. No firearms, narcotics, drugs, intoxicants, or other restricted materials shall be allowed on site.

H. Vehicle Security:

1. Vehicles, equipment, and supplies entering State Hospital property may be given a cursory inspection by State personnel each time they enter or leave site. Vehicles, equipment, and supplies may also be thoroughly searched when State staff determines this as a necessity.

2. Parking area will be provided by State for general employee parking. Cars parked in area may not be searched on a daily basis but will be subject to search as required by State.

3. When Contractor schedules delivery of materials or equipment to site other than during Contractor's normal working hours, Contractor shall alert State ahead of time so that arrangements can be made to provide entrance to site. Contractor must have a representative present to receive deliveries.

4. All persons shall remove ignition keys from their vehicles when they are out of vehicle. Unattended vehicles shall be locked at all times.

5. Contractor's equipment shall be rendered temporarily inoperative when not in use, by locking and/or other means.

I. State of Emergency: If State deems it necessary to declare a State of Emergency, work may be curtailed or terminated for duration of said emergency. Requests for additional compensation for occurrences of State of Emergency will not be considered.

J. Guard Agencies: Should Contractor elect to use a private security firm on construction site, security firm and its on-site personnel shall be subject to acceptance of State.

END OF SECTION

SECTION 01 41 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Regulatory Requirements
- B. Inspection and Field Quality Control
- C. Field Samples.
- D. Manufacturers' Field Services and Reports.
- E. Delegated Design Performance Requirements

1.02 RELATED DOCUMENTS AND SECTIONS

- A. Document 00 72 00: General Conditions of the Contract for Construction.
- B. Section 01 33 00: Submittal Procedures; Submission of Manufacturers' Instructions and Certificates.
- C. Section 01 45 29: Testing Laboratory Services.
- D. Section 01 60 00: Product Requirements; Requirements for material and product quality.
- E. Pertinent Specification Sections.

1.03 REGULATORY REQUIREMENTS

- A. Refer to Document 00 72 00, General Conditions of the Contract for Construction.
- B. Refer to pertinent Specification Sections.

1.04 INSPECTION AND FIELD QUALITY CONTROL

- A. Refer to Document 00 72 00, General Conditions of the Contract for construction.
- B. Refer to pertinent Specification Sections.

1.05 FIELD SAMPLES

- A. When Field Sample is required, perform no installation or application until Field Sample is approved.
- B. Submit schedule for Field Sample construction; show date and relationship to Approved Contract Schedule.
- C. Construct Field Samples required by individual Specifications Sections in locations as approved by the State.
- D. The State will review Field Sample for conformance with Drawings and Specifications.
- E. Modify or replace Field Sample until Field Sample is approved.
- F. Approved Field Samples:
 - 1. Shall remain until remainder of work of Section requiring Field Sample is complete.

2. Will be used as the standard of acceptable quality for that work for remainder of Project.
3. May be incorporated into the Work at the discretion of the State.
4. Shall be removed at completion of the work of that Section when required by Section or when not incorporated into the Work.

1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of manufacturer's representative to the State 30 days in advance of required observations by manufacturer's representative. Manufacturer's representative is subject to approval of the State.
- B. Manufacturer's representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to the State Representative for review.

1.07 DELEGATED DESIGN PERFORMANCE REQUIREMENTS

A. Qualifications

1. Engineer shall be a California licensed professional with current registration in the field and product requiring delegated design.
2. A minimum of five years of experience is required by the engineer responsible for the design, calculations, documentation, and engineering of the specification section requiring delegated design.

B. Submittals

1. All delegated design shall be stamped and signed by the California registered engineer responsible for the design, preparation and engineering of the fabrication and/or construction of the product or element requiring delegated design.

END OF SECTION

SECTION 01 45 33

ASBESTOS & HAZARDOUS MATERIALS ABATEMENT OBSERVATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The State will contract with an independent Asbestos , Lead, PCB & other Hazardous Materials removal observation service (Observation Service) to perform services as specified herein.

1.02 RELATED SECTIONS

- A. Division 02: Asbestos Abatement.

1.03 SUBMITTALS

- A. Records: Observation Service shall maintain a complete and legible file, in chronological order, containing a copy of each of the following: Field Reports, Submittals, Notifications, Manifests, Certificates, Air Monitoring Results and Laboratory Reports.
- B. Job Book: Upon completion of Abatement Work, Observation Service shall deliver 3 copies of Job Book to State Inspector and others as agreed at pre-project meeting. Job Book shall include records specified, project specifications, Abatement Work narrative covering activities performed, and Record Report(s).

1.04 QUALITY ASSURANCE

- A. Methods and Procedures: Observation Service is required to:
 - 1. Review, and recommend to State for approval, proposed methods for establishing Contained Work Areas Decontamination Enclosure System and Differential Pressure System as well as equipment and personnel to be used. Report the use of proprietary systems.
 - 2. Review, and recommend to State for approval, proposed methods and procedures for Abatement Work.
 - 3. Discuss, and report to State, potential problems arising from use of methods and procedures agreed to or not at pre-project meeting.
 - 4. At least 10 days prior to Site Starting Meeting, propose for approval by State, observation methods to be used and reports to be issued to State.

1.05 COSTS

- A. The cost of the Observation Service will be the State's responsibility. The Contractor however, shall be responsible for any additional services of the Observation Service with respect to:
 - 1. Extended Contractor worker hours (overtime);
 - 2. Additional workdays and hours in excess of those allowed for work completion by the Contractor;
 - 3. Re-inspection and testing as the result of failed clearance inspections and testing's (refer to sub-paragraph 7.3.3 of Section 00 73 00 of the Supplementary Conditions; (4)

ASBESTOS ABATEMENT OBSERVATION

failure to appear for scheduled abatement work and the Observation Service was present and not able to work (refer to sub-paragraph 7.3.4 of Section 00 73 00 of the Supplementary Conditions;

4. 5. Responses to non-compliance with this specification and Section or releases to the environment of any "Hazardous Materials" associated with the Contractor Work.

- B. The State has negotiated and will pay for Work identified in the Contract Document for a total of _____ day time eight (8) hour shifts and a total of _____ after hours (8) hour shifts (straight time) and a total of _____ overtime (8) hour shifts at one and one half (1-1/2) pay rate and _____ overtime (8) hour shifts at a double time pay rate.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 OBSERVATION

- A. Site-Starting Meeting and Inspection: Observation Service shall:

1. Visually inspect rooms, areas and cavities where Abatement Work is scheduled.
 - a. Determine general acceptability of preparation criteria for Abatement Work to begin and determine areas requiring further pre-project preparation by State.
 - b. Discuss potential problems; such as, details, safety procedures, work procedures or methods.
 - c. Determine acceptable remedies for unacceptable areas and determine remedies for potential problems.
2. Discuss and agree to proposed schedule for Asbestos Abatement Work.

- B. Observation Service shall verify that materials delivered to job site are those approved or specified for use on Work.

- C. Observation Service shall visually observe the progress of Work, including but not necessarily limited to:

1. Verifying Contained Work Area and Decontamination Enclosure System design and installation.
2. Verifying abatement methods and procedures agreed upon in the pre-project meeting are being followed.
3. Report to State and notify Contractor of unacceptable methods and procedures or unacceptable results of Contractor.
4. Report to State if Contractor fails to correct unacceptable methods and procedures or unacceptable results.

5. Take air tests, core samples and bulk samples in accordance with other sections of this Specification.
6. Conduct periodic reviews of isolation and protective barriers to determine if they are complying with general direction of Project Specifications.
7. Report to State if Contractor varies from agreed upon schedule.
8. Report to State if Contractor varies from agreed upon scope.

D. Observation Service shall make final visual observation of entire Abatement Project and is required to:

1. Compile list of items required to be revised or replaced.
2. Deliver copy of list to Contractor, State, and others as appropriate.
3. Verify proper revision or replacement of items on list.

3.02 AIR MONITORING

A. Observation Service will perform the following air monitoring throughout Project to ensure Work is done in conformance with fiber concentration limits of local Air Pollution Control District Regulations. Fiber counting conducted by PCM methods shall be performed as described in NIOSH Method 7400 or P&CAM 239. Analysis by TEM methods shall be conducted as described in EPA Yamate Level II.

1. Provide Area Monitoring (benchmarking) prior to isolation and plasticizing operations for each Work Area.
2. Provide Area Monitoring and establish fiber level and TWA during first possible exposure to airborne concentrations of asbestos at start of work. Thereafter, provided same type of Work is being performed, provide Area Monitoring inside Work Area, within breathing zone of selected Contractor's employees (personnel monitoring) and at critical locations adjacent to Work Area, including differential pressure equipment's exhaust for the duration of the Work Shift. At discretion of State, more frequent monitoring of Work Area may be required. Perform the following minimum sampling requirements:

<u>Areas to be Sampled</u>	<u>Minimum No. of Samples</u>	<u>Volume</u>
Per Work Area	3 per day	480 liters
Outside Work Area	3 per day	1200 - 2000 liters
Personnel	4 per day	480 liters

3. Observation Service, upon receipt of clearance certification from Contractor, will take one (1,200-2,800 liters) air sample "Clearance Test" upon completion of each Work Area. Except where debris has been removed from a soil surface, samples shall be collected using aggressive air sampling techniques. For the purpose of this work, decontamination shall be defined as an air sample PCM method or TEM analysis. TEM analysis shall be performed if two consecutive PCM tests fail to provide work area clearance.

Observation Service will Report area air monitoring results collected inside this work area to Contractor and State Inspector prior to start of work on the following day.

- B. State's Observation Service is not for the protection of the Contractor's workers. Contractor shall be fully and solely responsible to take necessary precautions to protect workers and others against exposure. The Contractor shall all take air and material sampling as required by Code and their Work Plan – refer to Section _____.

3.03 BALLASTS and LAMPS

- A. Contractor shall inspect the following and abate in accordance with Section _____

- 1. Fluorescent Ballasts
- 2. Fluorescent light tubes

3.04 FIELD QUALITY CONTROL

- A. During progress of Project, Observation Service shall:

- 1. Make visual observations and compile daily written Field Reports described in this Section and deliver one copy to State Inspector on a daily basis and/or to Project Director as requested.
- 2. Advise Contractor on the job as to unacceptable methods and procedures and unacceptable results when so observed or monitored by Observation Service.
- 3. Ensure daily all workers meet training requirements; disallow entry for workers who do not meet or cannot prove qualifications.
- 4. Ensure warning signs and warning barriers are in appropriate locations.

- B. In connection with this Project, "unacceptable methods and procedures, and unacceptable results" shall mean methods and results other than the following:

- 1. Those recommended by manufacturer of approved products and materials.
- 2. Those required by pertinent regulations of governmental agencies having jurisdiction.
- 3. Those required by these Specifications.
- 4. Those agreed upon at pre-project meeting.

- C. Observation Service is not empowered to perform the following:

- 1. Act for, or in lieu of, representatives of governmental agencies having jurisdiction other than State.
- 2. Give directions to Contractor, Subcontractor or Workers on the job beyond authority of Observation Service stated in these Specifications or agreed to at pre-project meeting.
- 3. Revise any part or scope of Contract documents.
- 4. Approve any change in methods agreed upon at pre-project meeting.

- D. Failure of Observation Service to notice unacceptable methods and procedures or unacceptable results during progress of work will not absolve Contractor from responsibility to complete Work in accordance with specified requirements and agreed methods.

E. Prior to commencement of Work, Observation Service shall obtain copy of manifests, certificates and notifications from State's Inspector and review and recommend for approval by State; including, but not limited to the following:

1. Hazardous Waste Transport Manifest:

- a. Generator Copy.
- b. TSDf Copy to Generator.
- c. Land Disposal Restriction Notice and Certificates.

2. Notifications:

- a. Air Pollution Control District.
- b. NESHAPS (when required).
- c. Regional District (when required).

3.05 STOPPING THE WORK

A. If, at any time, State or Observation Service decides Work practices are violating Specifications, or State, Federal or local regulations to extent of potential endangerment of building users, workers, State employees or public, it will immediately notify Contractor (followed up in writing) that operations shall cease until corrective action is taken by Contractor. Contractor shall take such corrective action before proceeding with Work. Loss or damage due to Stop Work Order(s) shall be Contractor's responsibility. A Stop Work Order, issued by State or Observation Service shall become effective immediately.

3.06 RECORD REPORT

A. Obtain from State copy(ies) of Survey Edit Report(s) showing asbestos and other hazardous Materials conditions covered in Scope of Work, and document comments or changes to report, to provide for a Record Report of all abatement activities accomplished as part of this Work.

END OF SECTION

OBSERVER'S DAILY SURVEY CHECKLIST

DATE: _____ TIME: _____

OBSERVER: _____

OBSERVER FIRM NAME: _____

PROJECT: _____

SITE _____

WORK AREA OBSERVATIONS	YES	NO	COMMENTS
-------------------------------	------------	-----------	-----------------

- | | | | |
|--|-------|-------|-------|
| 1. Work Area isolated? (note method) | _____ | _____ | _____ |
| 2. All openings to Work Area sealed? | _____ | _____ | _____ |
| 3. Air movement system sealed off? | _____ | _____ | _____ |
| 4. Negative pressure maintained in Work Area? How? _____ | _____ | _____ | _____ |
| 5. Warning signs at all entrances/exits? | _____ | _____ | _____ |
| 6. Entrance to Work Area securable? | _____ | _____ | _____ |
| 7. EPA and OSHA regulations posted on site? | _____ | _____ | _____ |
| 8. Number of workers in area _____ | _____ | _____ | _____ |
| 9. Evidence of medical exams for each worker? | _____ | _____ | _____ |

PERSONAL PROTECTIVE EQUIPMENT

- | | | | |
|---|-------|-------|-------|
| 1. NIOSH approved respirators?
Type? _____ | _____ | _____ | _____ |
| 2. Disposable coveralls? | _____ | _____ | _____ |
| 3. Head covering? | _____ | _____ | _____ |
| 4. Foot/shoe covering? | _____ | _____ | _____ |

CHANGE ROOM	YES	NO	COMMENTS
1. Hangers/lockers/bins for street clothes?	_____	_____	_____
2. Lockbox for valuables?	_____	_____	_____
3. Airlock to shower?	_____	_____	_____
4. Sanitary conditions maintained?	_____	_____	_____
5. Airlock to inside change room?	_____	_____	_____
6. Disposal bin for protective equipment?	_____	_____	_____
7. Airlock to Work Area?	_____	_____	_____
<u>WORK PRACTICES</u>			
1. Are wet methods employed?	_____	_____	_____
2. EPA recommended wetting agent used?	_____	_____	_____
3. Are HEPA filter vacuums used?	_____	_____	_____
4. Are light fixtures and other equipment cleaned before removal from Work Area?	_____	_____	_____
5. Furniture and other stationary items in Work Area covered and sealed?	_____	_____	_____
6. Are walls and floor covered and sealed?	_____	_____	_____
7. Are polyethylene film barriers disposed of properly?	_____	_____	_____
8. Is waste bagged while wet?	_____	_____	_____
9. Are 6 mil bags used?	_____	_____	_____
10. Are bags properly labeled?	_____	_____	_____
11. Are bags placed in drums and sealed?	_____	_____	_____
12. Are workers wearing protective clothing as required by CALOSHA and FEDOSHA?	_____	_____	_____
13. Are contaminated clothes, spills and rags, etc. disposed of properly?	_____	_____	_____

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This Section describes basic requirements governing products including:
 - 1. Workmanship.
 - 2. Manufacturers' instructions.
 - 3. Transportation and handling.
 - 4. Storage and protection.
 - 5. Substitutions

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction.
- B. Section 01 33 00: Submittal Procedures.
- C. Section 01 77 00 - Closeout Procedures: Operation and maintenance data; warranties and bonds.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.
- D. Reference to materials or methods of construction by name and catalog number is done to establish standards of quality, design, utility, suitability, and cost, and shall not be construed as limiting competition.
- E. Where the words "or equal" are used following trade names, patented products, or proprietary products or methods, they shall be deemed to read "or equal in quality, design, utility and suitability"; as solely determined by the State. Where such trade names, products, or methods are without the use of the words "or equal", they shall be deemed to be followed by the words "or equal in quality, design, utility and suitability" as solely determined by the State.
- F. Materials and methods of equal standards will be accepted for use if first deemed equal, and approved by the State.

1.04 QUALITY ASSURANCE

- A. Comply with industry standards except when more restrictive tolerances or requirements indicate more rigid standards or greater quality.
- B. Perform work by persons qualified to produce specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01 33 00, distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements. Should conflict exist between Specifications and instructions, consult with Project Director.

1.06 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering, provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and maintained under required conditions.
- E. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.

1.08 SUBSTITUTIONS (ALTERNATIVES)

- A. Refer to Document 00 72 00, General Conditions of the Contract for Construction, Subparagraph 3.12.10, and Section 01 33 00, Submittal Procedures.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. General requirements for cutting, fitting and patching of the work to:
 - 1. Make the several parts fit properly.
 - 2. Uncover work to provide for installation, inspection, or both, of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of the Contract Documents.
 - 4. Remove and replace defective work.
 - 5. Reworking and patching to match existing surfaces at removed or demolished items.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction; Paragraph 3.15, Cutting and Patching.

1.03 QUALITY ASSURANCE

- A. Patching shall achieve security, strength, and weather protection, and shall preserve continuity of existing fire ratings.
- B. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the State's judgment shall be final.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. For replacement of work removed, use only materials which comply with pertinent Sections of these Specifications.

2.02 PAYMENT FOR COSTS

- A. Perform cutting and patching required to comply with the Contract Documents at no additional cost to the State.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching.
- B. After uncovering the work, inspect conditions affecting installation of new work.

3.02 INSTALLATION

- A. Perform cutting and patching in a manner to prevent damage to other work and to provide proper surfaces for the installation of materials, equipment, and repairs.
- B. Do not cut nor alter structural members without prior approval of the State.
- C. Adjust and fit products to provide a neat installation.
- D. Finish or refinish, as required, cut and patched surfaces to match adjacent finishes. Paint over complete surface plane, unless otherwise indicated. Over patched wall or ceiling surfaces, paint to nearest cut-off line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated. Painted surfaces shall not present a spotty, touched-up appearance.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Waste Management Objective for the Project:

1. The State has established that this Project shall minimize the generation of construction and demolition waste at the site. Factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination shall be minimized.
2. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused or recycled. Waste disposal in landfills shall be minimized.

B. Diversion from Landfill: Waste categories appropriate for diversion from landfill shall include, but not be limited to, the following:

1. Land clearing debris
2. Soil
3. Wood: Clean dimensional wood, palette wood
4. Sheet Wood: Plywood, OSB and particle board
5. Concrete
6. Bricks
7. Concrete Masonry Units (CMU)
8. Asphalt Concrete
9. Paper
 - a. Bond
 - b. Newsprint
 - c. Cardboard and paper packaging materials
10. Cement Fiber Products: Shingles, panels, and siding
11. Metals
 - a. Ferrous
 - b. Non-ferrous
12. Paint
13. Rigid Foam
14. Glass
15. Plastics
16. Carpet and pad
17. Beverage containers
18. Insulation
19. Gypsum Board
20. Porcelain Plumbing Fixtures
21. Fluorescent Light Tubes (per Department of Toxic Substances Control regulations)

1.02 RELATED REQUIREMENTS

- A. Appendix 01 74 19.1: Construction Waste Estimate.
- B. Appendix 01 74 19.2: Waste Management Report.
- C. Section 01 33 00: Submittal Procedures.
- D. Section 01 74 23: Cleaning.
- E. Section 01 77 00: Closeout Procedures.

1.03 REFERENCES

- A. The California Department of Resources Recycling and Recovery (CalRecycle); Telephone (916) 341-6300; <https://www.calrecycle.ca.gov/ConDemo>.
- B. Local Integrated Waste Management Programs and Re-Use Programs in the Project area.
- C. The Department of Toxic Substances Control (DTSC)

1.04 CONSTRUCTION WASTE ESTIMATE

- A. Within 10 calendar days after Start Date of the Work, or prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the State a Construction Waste Estimate, using the Construction Waste Estimate form included as Appendix 01 74 19.1; containing the following information:
 - 1. Estimate of total job site wastes to be generated, including material types and quantities.
 - 2. Estimate of percentages of waste categories to landfill, to be reused, and to be recycled.
- B. The State will provide an electronic copy of Appendix 01 74 19.1 for Contractor's use.
- C. Submit Construction Waste Estimate under provisions of Section 01 33 00.

1.05 WASTE MANAGEMENT

- A. Manager: Contractor shall designate on-site party (or parties) responsible for instructing workers and subcontractors, and overseeing and documenting results of Waste Management for the Project.
- B. Distribution: Contractor shall distribute copies of the Construction Waste Estimate and Waste Management Report forms to the Job Site Foreman, each Subcontractor, and the State's Representative.
- C. Meetings: Contractor shall conduct Waste Management meetings with subcontractors who generate construction waste. Contractor shall present current status of the Waste Management Report at regular job-site meetings.
- D. Materials Handling Procedures: Provide means by which waste materials will be protected from contamination, and means to be employed in reuse or recycling of waste material consistent with requirements for acceptance by receiving facilities.

1. Separation Facilities: Contractor shall lay out and label a specific area to facilitate separation of materials for reuse and recycling. Recycling and waste bin areas shall be kept neat and clean and clearly marked in order to avoid contamination of materials.
2. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations, and in accordance with specifications for such work as may be included in this Project.
3. Instruction: Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at appropriate stages of the Project.

1.06 WASTE MANAGEMENT REPORT

- A. Upon completion of Work, including final cleanup, provide a final Waste Management Report containing the information required on Appendix 01 74 19.2, Waste Management Report forms.
 1. The total quantity of each waste material generated; and the date(s) removed from the job-site.
 2. The percent of the total quantity generated of each material sent to landfill, the identity of the landfill (receiving facility), handling costs, transport costs, tipping fees paid at the landfill, and total landfill costs. Attach copies of manifests, weight tickets, receipts, and invoices.
 3. For each material reused or recycled from the Project, include the percent of the total quantity generated, the identity of the receiving facility, the total costs of handling and transportation, and income. Attach manifests, weight tickets, receipts, and/or invoices.
 4. Contractor shall edit and use forms included in Appendix 01 74 19.2, Waste Management Report, or use them as a basis for Contractor's forms.
 5. The State will provide electronic copies of Appendix 01 74 19.2 for Contractors' use.
- B. Submit Waste Management Report under provisions of Section 01 77 00.

END OF SECTION

CONSTRUCTION WASTE ESTIMATE

Date: _____

Waste Material (Edit to Suit)	Unit	Estimated Quantity Generated	Percent to Landfill	Percent Reused	Percent Recycled
Land Clearing Debris	CY				
Soil	CY				
Wood	CY				
Sheet Wood	CY				
Concrete	CY				
Bricks	CY				
Concrete Masonry Units	CY				
Asphalt Concrete	CY				
Paper	CY				
Cement Fiber Products	CY				
Metal (ferrous)	TON				
Metals (non-ferrous)	LBS				
Paint	GAL				
Rigid Foam	CF				
Glass	CF				
Plastics	CF				
Carpet and Pad	SY				
Beverage Containers	LBS				
Insulation	CF				
Gypsum Board	CF				
Porcelain Plumbing Fixtures	EA				
Fluorescent Light Tubes	EA				

CONSTRUCTION WASTE ESTIMATE

WASTE MANAGEMENT REPORT COST / INCOME

Waste Material (Edit to Suit)	Unit	Receiving Facility	Landfill Cost			Reused		Recycled	
			Handling	Transport	Fee	Cost	Income	Cost	Income
Land Clearing Debris	CY								
Soil	CY								
Wood	CY								
Sheet Wood	CY								
Concrete	CY								
Bricks	CY								
Concrete Masonry Units	CY								
Asphalt Concrete	CY								
Paper	CY								
Cement Fiber Products	CY								
Metal (ferrous)	TON								
Metals (non-ferrous)	LBS								
Paint	GAL								
Rigid Foam	CF								
Glass	CF								
Plastics	CF								
Carpet and Pad	SY								
Beverage Containers	LBS								
Insulation	CF								
Gypsum Board	CF								
Porcelain Plumbing Fixtures	EA								
Fluorescent Light Tubes	EA								
TOTALS:									

WASTE MANAGEMENT REPORT QUANTITIES

Waste Material (Edit to Suit)	Unit	Date Removed	Total Quantity Generated	Percent to Landfill	Percent Reused	Percent Recycled
Land Clearing Debris	CY					
Soil	CY					
Wood	CY					
Sheet Wood	CY					
Concrete	CY					
Bricks	CY					
Concrete Masonry Units	CY					
Asphalt Concrete	CY					
Paper	CY					
Cement Fiber Products	CY					
Metal (ferrous)	TON					
Metals (non-ferrous)	LBS					
Paint	GAL					
Rigid Foam	CF					
Glass	CF					
Plastics	CF					
Carpet and Pad	SY					
Beverage Containers	LBS					
Insulation	CF					
Gypsum Board	CF					
Porcelain Plumbing Fixtures	EA					
Fluorescent Light Tubes	EA					

SECTION 01 74 20

RECYCLED CONTENT CERTIFICATION

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Recycled Content Reporting for the Project:

1. The State has established that all Projects shall document and report the percentage of recycled content in materials, products, equipment and furnishings actually installed and provided for this Project.
2. The State Agency Buy Recycled Campaign (SABRC) is a joint effort between the Department of General Services and the California Department of Resources Recycling and Recovery (CalRecycle) to implement State law. Public Contract Code (PCC) sections 12200–12320 require State agencies to purchase recycled-content products (RCP) instead of non-recycled-content products (non-RCP) in eleven (11) product categories, to ensure that a minimum percentage of purchases in those categories have recycled content, and report these purchases annually to CalRecycle. The certification and reporting will be utilized to comply with those requirements.
3. All products that can be classified as being in one of the eleven (11) categories must be included in the reporting, whether the product is a RCP or non-RCP. Only products that can be classified in one of the categories shall be reported.

B. Recycled Content Categories: Categories identified for purchasing and reporting of products:

1. Paper products.
2. Printing and writing papers.
3. Mulch, compost, and cocompost products.
4. Glass products.
5. Lubricating oils.
6. Plastic products.
7. Paint.
8. Antifreeze.
9. Tires.
10. Tire-derived products.
11. Metal.

1.02 RELATED REQUIREMENTS

A. Section 00 72 00: General Conditions of the Contract for Construction

B. Section 01 33 00: Submittal Procedures.

C. Section 01 77 00: Closeout Procedures.

1.03 REFERENCES

A. CalRecycle:

1. State Agency Buy Recycled Campaign: [CalRecycle Publications Catalog Search](#). Access this website for information on the Buy Recycled Campaign.
2. [Construction and Demolition Debris Recycling](#). Access this website for information on the Construction Waste/Demolition.

RECYCLED CONTENT CERTIFICATION

1.04 DEFINITIONS

- A. Recycled Content Product (RCP): All materials, goods, and supplies that are from one of the eleven (11) Product Categories that contains the minimum percentages of secondary and postconsumer materials stipulated in the Recycled Content Certification Worksheet footnotes.
- B. Non-Recycled Content Product (non-RCP): All materials, goods, and supplies that are from one of the eleven (11) Product Categories having no recycled content or less than the minimum percentages of secondary and postconsumer materials stipulated in the Recycled Content Certification Worksheet footnotes.

1.05 RECYCLED PRODUCT CERTIFICATION

- A. With each product submittal from one of the eleven (11) Product Categories, submit a Recycled Content Certification Worksheet, Appendix 01 74 20.1, containing the following information:
 - 1. Product Description, with applicable specification section of product.
 - 2. Estimated material dollar value including any taxes and delivery cost.
 - 3. Designate the Product Category for each product listed.
 - 4. Estimate of percentage of material content.
 - 5. Designate whether or not product is a Recycled Content Product.
 - 6. Attach a copy of the manufacturer's or vendor's data sheet showing recycled content percentages if product is reported as a Recycled Content Product.
- B. An example of a completed Recycled Content Certification Worksheet is attached as Appendix 01 74 20.1 for Contractor's reference. An electronic version of this Worksheet for Contractor's use will be provided by the State at the Project start meeting.

1.06 CLASSIFICATION OF PRODUCTS

- A. RCP's and non-RCP's that are made from multiple material types should be reported in the product category of the material type representing most of the product.

1.07 STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY

- A. Manager: Contractor shall designate an individual responsible for instructing suppliers and subcontractors, and overseeing and documenting results of Recycled Content Certification for the Project. Manager shall document results of submitted Recycled Content Certification Worksheets on the SABRC Procurement Summary, Appendix 01 74 20.2, in total for each product category. Only reportable products from one of the eleven (11) categories should be recorded.
- B. An example of a completed SABRC Procurement Summary is attached as Appendix 01 74 20.2 for Contractor's reference. An electronic version of this Worksheet for Contractor's use will be provided by the State after Award of contract.
- C. Distribution: Manager shall provide copies of the SABRC Procurement Summary at intervals agreed to by the State's Representative for monitoring of the program. At the conclusion of the construction submittals and prior to final payment, Manager shall provide a copy of the final SABRC Procurement Summary under provisions of Section 01 77 00.

END OF SECTION

Recycled-Content Certification Worksheet

This form must be completed by contractor. The contractor must submit worksheet with each product submittal to the State agency, with a row completed for each product supplied to the State. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material but it is within one of the 11 categories. Refer to footnotes following this form.

CONTRACTOR'S / VENDOR'S NAME: XYZ CONTRACTORSDATE: FEBRUARY 5, 2019ADDRESS: 4300 PLEASANT VALLEY DR., LINCOLN LOGS, CA 95000PROJECT DIRECTOR: (AS NAMED)PHONE: (XXX) XXX-XXXXFAX: (XXX) XXX-XXXX

Product Description/ Specification Section	Quantity	Estimated Dollars	Product Category ¹	RCP Y/N?	Virgin Content (Percent) ²	Postconsumer Material (Percent) ³	Secondary Material (Percent) ⁴	Total Percent ⁵
High Impact Resistant Gypsum Board, 09260	N/A	\$2,500	Paper	Y	50	10	40	100%
Cellulose Building Insulation, 07213	N/A	\$10,000	Paper	Y	20	10	70	100%
Underslab Vapor Barrier, 03300	N/A	\$1,500	Plastic	Y	20	20	60	100%
Electrical Cover Plates, 16010	N/A	\$2,500	Plastic	N	90	0	10	100%
Interior and Exterior Paint, 09900	300gal	\$8,000	Paint	N	100	0	0	100%
Recessed Entrance Mats, 10420	N/A	\$1,800	Tire Derived	Y	40	20	40	100%
Ceramic Tile, 09310	N/A	\$5,000	Glass	Y	35	10	55	100%
Exterior and Interior Windows, 08800	N/A	\$30,000	Glass	N	70	10	20	100%
Metal Studs, 09206	N/A	\$6,000	Metal	Y	65	15	10	100%

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies provided or used.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies provided or used.

Printed name of person completing form

Title

Signature of person completing form

RECYCLED CONTENT CERTIFICATION WORKSHEET(EXAMPLE)

RESDMSTR: 07/03/2019

01 74 20.1-1

DGS00000142412C

Footnotes

You must submit copies of this form and/or other documentation for each product that is reportable.

1. Product category refers to one of the product categories into which the reportable product purchase falls. For products made from multiple materials, choose the category that comprises most of the product, either by a weight or volume criteria. The product categories and corresponding content requirements are defined as follows:
 1. Paper products
 2. Printing and writing papers
 3. Mulch, compost and cocompost.
 4. Glass products
 5. Lubricating oils
 6. Plastic products
 7. Paint
 8. Antifreeze
 9. Tires
 10. Tire-derived products
 11. Metal

Recycled-content printing and writing papers (PWP) include copy paper and xerographic papers of all colors, and higher-grade papers such as watermarked and cotton fiber papers. High-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and other uncoated printing and writing paper such as writing and office paper, book paper, cotton-fiber paper (**containing 25–75 percent cotton fiber**), and cover stock are all included in the PWP category.

Recycled metal product means flat rolled metal products with **at least 25 percent** of the total weight consisting of secondary and postconsumer material, with **not less than 10 percent** postconsumer material. Products made with flat rolled metal meeting these content percentages may include automobiles, cans, appliances, and office furniture and supplies.

Recycled-content product (RCP) for paper products, plastic products, glass products, tires, tire-derived products, compost and cocompost, lubricating oil, paints, solvents, is defined in PCC section 12200 (SB 1915, 1994) as containing **at least 50 percent** of the total weight of which consists of secondary and postconsumer material with **not less than 10 percent** of its total weight consisting of postconsumer material. This definition applies to all product categories that do not have specific statutory definitions.

2. Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither secondary nor postconsumer material.
3. Postconsumer material is defined as “a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes.” This is material such as newspaper that you read and was recycled and then made into recycled-content newsprint or some other recycled product. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
4. Secondary material is defined as “fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes postconsumer material, but does not include excess virgin resources of the manufacturing process.” This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled-content newsprint. The material (product) did not get to the consumer before being recycled.

For example, if a printing and writing paper contained 20 percent postconsumer material, you would indicate 20 percent in the postconsumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent postconsumer material, you would

indicate 40 percent in the secondary column, 20 percent in the postconsumer column, and 40 percent in the virgin column. To meet the 50/10 content requirement of another product category, the product would contain 50 percent recycled-content (40 percent secondary and 10 percent postconsumer material) and 50 percent virgin material.

5. The sum of the virgin column, the postconsumer column, and the secondary column must equal 100 percent.

Note: Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is metal, report the purchase as a metal product.

SAMPLE

PROJECT NAME: _____ PROJECT NO.: _____

Recycled-Content Certification Worksheet

This form must be completed by contractor. The contractor must submit worksheet with each product submittal to the State agency, with a row completed for each product supplied to the State. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material but it is within one of the 11 categories. Refer to footnotes following this form.

CONTRACTOR'S / VENDOR'S NAME: _____ DATE: _____

ADDRESS: _____ PROJECT DIRECTOR: _____

PHONE: _____ FAX: _____

Product Description/ Specification Section	Quantity	Estimated Dollars	Product Category ¹	RCP Y/N?	Virgin Content (Percent) ²	Postconsumer Material (Percent) ³	Secondary Material (Percent) ⁴	Total Percent ⁵
								100%
								100%
								100%
								100%
								100%
								100%
								100%
								100%

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies provided or used.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies provided or used.

Printed name of person completing form

Title

Signature of person completing form

RECYCLED CONTENT CERTIFICATION WORKSHEET

RES DMSTR: 07/03/2019

01 74 20.1-1

DGS00000142412C

Footnotes

You must submit copies of this form and/or other documentation for each product that is reportable.

1. Product category refers to one of the product categories into which the reportable product purchase falls. For products made from multiple materials, choose the category that comprises most of the product, either by a weight or volume criteria. The product categories and corresponding content requirements are defined as follows:

- | | | |
|----------------------------------|---------------------|---------------------------|
| 1. Paper products | 5. Lubricating oils | 9. Tires |
| 2. Printing and writing papers | 6. Plastic products | 10. Tire-derived products |
| 3. Mulch, compost and cocompost. | 7. Paint | 11. Metal |
| 4. Glass products | 8. Antifreeze | |

Recycled-content printing and writing papers (PWP) include copy paper and xerographic papers of all colors, and higher-grade papers such as watermarked and cotton fiber papers. High-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and other uncoated printing and writing paper such as writing and office paper, book paper, cotton-fiber paper (**containing 25–75 percent cotton fiber**), and cover stock are all included in the PWP category.

Recycled metal product means flat rolled metal products with **at least 25 percent** of the total weight consisting of secondary and postconsumer material, with **not less than 10 percent** postconsumer material. Products made with flat rolled metal meeting these content percentages may include automobiles, cans, appliances, and office furniture and supplies.

Recycled-content product (RCP) for paper products, plastic products, glass products, tires, tire-derived products, compost and cocompost, lubricating oil, paints, solvents, is defined in PCC section 12200 (SB 1915, 1994) as containing **at least 50 percent** of the total weight of which consists of secondary and postconsumer material with **not less than 10 percent** of its total weight consisting of postconsumer material. This definition applies to all product categories that do not have specific statutory definitions.

2. Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither secondary nor postconsumer material.
3. Postconsumer material is defined as “a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes.” This is material such as newspaper that you read and was recycled and then made into recycled-content newsprint or some other recycled product. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
4. Secondary material is defined as “fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes postconsumer material, but does not include excess virgin resources of the manufacturing process.” This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled-content newsprint. The material (product) did not get to the consumer before being recycled.

For example, if a printing and writing paper contained 20 percent postconsumer material, you would indicate 20 percent in the postconsumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent postconsumer material, you would indicate 40 percent in the secondary column, 20 percent in the postconsumer column, and 40 percent in the virgin column. To meet the 50/10

content requirement of another product category, the product would contain 50 percent recycled-content (40 percent secondary and 10 percent postconsumer material) and 50 percent virgin material.

5. The sum of the virgin column, the postconsumer column, and the secondary column must equal 100 percent.

Note: Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is metal, report the purchase as a metal product.

State Agency Buy Recycled Campaign Procurement Summary

Attach copies of the recycled-content certification form(s) and/or other documentation for each product that contains any amount of recycled material.

CONTRACTOR'S / VENDOR'S NAME: XYZ CONTRACTORS

DATE: FEBRUARY 5, 2019

ADDRESS: 4300 PLEASANT VALLEY DR., LINCOLN LOGS, CA 95000

PROJECT DIRECTOR: (AS NAMED)

PHONE: (XXX) XXX-XXXX

FAX: (XXX) XXX-XXXX

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Product Category ¹	All Reportable Purchases (QUANTITY) ²	All Reportable Purchases (DOLLARS) ³	RCP Purchases (QUANTITY) ⁴	RCP Purchases (DOLLARS) ⁵	Percent of RCP (QUANTITY) ⁶	Percent of RCP (DOLLARS) ⁷
Paper products		\$ 18,000.00		\$ 12,500.00		70%
Printing and writing paper		\$ 0.00		\$0.00		0%
Mulch, compost and cocompost	0(cu yd)	\$ 0.00	0(cu yd)	\$ 0.00	0%	0%
Glass products		\$ 35,000.00		\$ 5,000		14%
Lubricating oils	0(gal)	\$ 0.00	0(gal)	\$ 0.00	0%	0%
Plastic products		\$ 4,000.00		\$ 1,500.00		38%
Paint	300(gal)	\$ 8,000.00	300(gal)	\$ 0.00	0%	0%
Antifreeze	0(gal)	\$ 0.00	0(gal)	\$ 0.00	0%	0%
Tires	0	\$ 0.00	0	\$ 0.00	0%	0%
Tire-derived products		\$ 2,000.00		\$ 2,000.00		100%
Metal		\$ 11,000.00		\$ 6,000.00		54%
		Total⁸: \$ 78,000		Total⁹: \$ 27,000		Total¹⁰: 34.6%

(See footnotes on the back of this page.)

Footnotes

Attach copies of the recycled-content certification forms and/or other documentation for each product.

Note: All purchases within these product categories, regardless of the source of the product or the type of contract used to purchase them, should be included in your report. Include **all** product purchases — RCPs and non-RCPs.

1. Include **all** purchases (RCPs and non-RCPs) within the 11 product categories. RCPs outside of the 11 product categories **cannot** be counted toward attaining the procurement goals, and are not reportable.
2. Indicate the quantity (units) of **all** purchases (RCPs and non-RCPs) in each product category during the course of the project. Quantities do not need to be reported for the product categories with shading.
3. Indicate the total dollars spent on **all** purchases (RCPs and non-RCPs) in each product category purchased during the course of the project.
4. Indicate the total quantity (units) of RCPs purchased during the course of the project. Quantities do not need to be reported for the product categories with shading.
5. Indicate the total dollars spent on RCPs during the course of the project for each category.
6. Indicate the percentage of RCPs purchased. The percent recycled is calculated by dividing the figure in column 4 by the figure in column 2 and multiplying by 100. Percentages do not need to be calculated for the product categories with shading.
7. Indicate the percentage of total dollars spent on RCPs in each category. The percent recycled is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.
8. The total of column 3 should be equivalent to the total estimated dollars spent on **all** products (RCPs and non-RCPs) during the course of the project.
9. The total of column 5 should be equivalent to the estimated total dollars spent on reportable RCPs during the course of the project.
10. Column 7 is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.

PROJECT NAME: _____

PROJECT NO.: _____

State Agency Buy Recycled Campaign Procurement Summary

Attach copies of the recycled-content certification form(s) and/or other documentation for each product that contains any amount of recycled material.

CONTRACTOR'S / VENDOR'S NAME: _____ DATE: _____

ADDRESS: _____ PROJECT DIRECTOR: _____

PHONE: _____ FAX: _____

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Product Category ¹	All Reportable Purchases (QUANTITY) ²	All Reportable Purchases (DOLLARS) ³	RCP Purchases (QUANTITY) ⁴	RCP Purchases (DOLLARS) ⁵	Percent of RCP (QUANTITY) ⁶	Percent of RCP (DOLLARS) ⁷
Paper products		\$		\$		%
Printing and writing paper		\$		\$		%
Mulch, compost and cocompost	(cu yd)	\$	(cu yd)	\$	%	%
Glass products		\$		\$		%
Lubricating oils	(gal)	\$	(gal)	\$	%	%
Plastic products		\$		\$		%
Paint	(gal)	\$	(gal)	\$	%	%
Antifreeze	(gal)	\$	(gal)	\$	%	%
Tires		\$		\$	%	%
Tire-derived products		\$		\$		%
Metal		\$		\$		%
		Total⁸:		Total⁹:		Total¹⁰:
		\$ _____		\$ _____		_____ %

(See footnotes on the back of this page.)

Footnotes

Attach copies of the recycled-content certification worksheets and/or other documentation for each product.

Note: All purchases within these product categories, regardless of the source of the product or the type of contract used to purchase them, should be included in your report. Include **all** product purchases — RCPs and non-RCPs.

1. Include **all** purchases (RCPs and non-RCPs) within the 11 product categories. RCPs outside of the 11 product categories **cannot** be counted toward attaining the procurement goals, and are not reportable.
2. Indicate the quantity (units) of **all** purchases (RCPs and non-RCPs) in each product category during the course of the project. Quantities do not need to be reported for the product categories with shading.
3. Indicate the total dollars spent on **all** reportable purchases (RCPs and non-RCPs) in each product category purchased during the course of the project.
4. Indicate the total quantity (units) of reportable RCPs purchased during the course of the project. Quantities do not need to be reported for the product categories with shading.
5. Indicate the total dollars spent on reportable RCPs during the course of the project for each category.
6. Indicate the percentage of reportable RCPs purchased. The percent recycled is calculated by dividing the figure in column 4 by the figure in column 2 and multiplying by 100. Percentages do not need to be calculated for the product categories with shading.
7. Indicate the percentage of total dollars spent on reportable RCPs in each category. The percent recycled is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.
8. The total of column 3 should be equivalent to the total estimated dollars spent on **all** reportable products (RCPs and non-RCPs) during the course of the project.
9. The total of column 5 should be equivalent to the estimated total dollars spent on reportable RCPs during the course of the project.
10. Column 7 is calculated by dividing the figure in column 5 by the figure in column 3 and multiplying by 100.

SECTION 01 74 23

CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Perform cleaning and disposal work as specified, complete. This Section forms a part of all other Sections of the specifications and shall be coordinated with such additional cleaning and disposal requirements as may be specified in other Sections.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction; Paragraph 3.16, Cleaning Up.
- B. Section 01 74 19: Construction Waste Management.
- C. Pertinent Specification Sections: Specific requirements for cleaning.

1.03 CLEANING IN GENERAL

- A. Contractor shall at all times keep premises free from accumulations of waste material or rubbish caused by Contractor's employees or work, or employees or work of subcontractors, and shall remove rubbish from and about areas of Work and Contractor's and subcontractors' tools, scaffolding and surplus materials and shall leave the Work "broom clean", or its equivalent, except as hereinafter specified. In case of dispute between Contractor and other contractors employed on or about the work areas, as to responsibility for removal of rubbish, etc., or in case debris is not promptly removed as herein required, the State may remove rubbish, etc., and backcharge the Contractor.
- B. At all times, Project working area and site shall be kept clean and orderly. Dirt, debris, waste, rubbish and disused implements and equipment shall be removed frequently and not allowed to accumulate more than 24 hours. Flammable and toxic materials shall not be stored in structures.

1.04 FINAL CLEANING

- A. Within Contract limits, clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - 1. Clean equipment and fixtures to sanitary condition, clean or replace filters of mechanical equipment.
 - 2. Glass: Clean all glass, interior and exterior, affected by Work of this Project; including removal of foreign material from glass.
- B. Clean site: Sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish and construction facilities from Project and from site.

- D. Dust, dirt, stains, hand marks, paint spots, and like defects shall be completely removed from surfaces. Metal surfaces shall be cleaned, using only non-corrosive and non-abrasive materials.
- E. Final Inspection: Deficient cleaning operations, as determined by the State, shall be immediately corrected as directed.

1.05 DISPOSAL

- A. Under no circumstances shall rubbish or waste material be disposed of in site fills or backfills. Debris, rubbish, and waste or surplus material shall be removed from the State property daily and legally disposed of.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Project Record Documents.
- C. Operation and Maintenance Data.
- D. Guaranties, Warranties and Bonds.
- E. Spare Parts and Maintenance Materials.
- F. Certification of Recycled Content.
- G. Waste Management Report.
- H. Certification of Small Business/Disabled Veteran Business Enterprise Participation

1.02 RELATED REQUIREMENTS

- A. Documents 00 72 00 and 00 73 00: General Conditions of the Contract for Construction, and Supplementary Conditions: Fiscal provisions, legal submittals and other administrative requirements.
- B. Section 01 11 00: Summary.
- C. Section 01 32 33: Construction Photographs; submittal of digital files and video with Project Record Documents.
- D. Section 01 33 00: Submittal Procedures.
- E. Section 01 51 00: Temporary Facilities and Controls.
- F. Section 01 74 19: Construction Waste Management and Appendix 01 74 19.2, Waste Management Report.
- G. Section 01 74 20: Recycled Content Certification.
- H. Section 01 74 23: Cleaning.

1.03 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for Construction, Document 00 72 00, Article 8, for final inspection, Completion of the Work and Acceptance of the Work, payment and retention procedures.

- B. Contractor shall start developing and completing punch list items a minimum of 30 calendar days prior to the end of the Contract Time as specified in Section 01 32 16, Article 1.03.
- C. When Contractor considers the Work complete, the Contractor shall request, in writing, a final inspection to be conducted by the State. The State Representative shall conduct a final inspection within 14 days of receipt of the written request. Prior to requesting a final inspection, the Contractor shall have the entire Work completed in accordance with all Contract Requirements, including, but not limited to, all punch list items, and submittal of all documents and products listed in this section and other sections of the Project Manual. It is recommended that the Contractor request the final inspection as early as possible, and prior to the end of Contract Time, to allow for completion of punch list items discovered to be incomplete during the final inspection and for a final re-inspection, to avoid assessment of liquidated damages.
- D. The date of Completion of the Work and Acceptance of the Work will be determined as specified in Document 00 72 00, Article 8.6.
- E. Final cleaning shall be completed prior to occupancy or requesting a final inspection, whichever comes first. Refer to Section 01 74 23, Cleaning.

1.04 PROJECT RECORD DOCUMENTS ("AS-BUILTS")

- A. Maintain, on current basis, record drawings showing "as-built" conditions of project; subject to monthly review by State Inspector. The State will furnish reproducible prints to Contractor, who shall transfer installed locations to reproducible prints and submit prints for review by the State. Monthly pay estimates will not be processed without review and approval of record drawings by State Inspector. Final inspection will not be scheduled until reproducible record drawings are turned over to State Inspector.
- B. Store Project record documents separate from those used for construction.
- C. At time of installation, installed locations of work relating to architectural, structural, heating, ventilation, air conditioning, plumbing, electrical, and other scopes of work as may be required, shall be recorded on prints by Contractor, and reviewed with State Inspector. Do not conceal work until required information is recorded.
 - 1. Information entered on reproducible prints shall be neat, legible, and emphasized by drawing "balloons" around changed items.
 - 2. Symbols and designations used in preparing record drawings shall match those used in Contract Drawings.
 - 3. Locate and dimension work, including stubs for future connections, with reference to permanent landmarks or buildings and indicate approximate depth below finish grade.
- D. Prior to requesting a final inspection, submit Project record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents and signature of Contractor.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit 4 sets of operating/maintenance manuals prior to requesting a final inspection, bound in 8-1/2 x 11 inch three ringside binders with durable plastic covers; with identification on, or readable through, front cover stating general nature of manual.

CLOSEOUT PROCEDURES

- B. Provide separate volume for each system, with table of contents and index tabs for each volume; all material neatly typewritten; each volume containing:
1. Part 1: Directory, listing names, addresses and telephone numbers of Project Director, State Inspector and Contractor; and index furnishing complete information as to location in manual of emergency data regarding installation.
 2. Part 2: Operation and maintenance instructions, arranged by system. For each system, give names, addresses and telephone numbers of subcontractors and suppliers; and include the following:
 - a. Appropriate design criteria.
 - b. List of equipment.
 - c. Parts list; including complete nomenclature, current costs, and names and address of nearest vendor of parts.
 - d. Detailed operating instructions.
 - e. Maintenance instructions, equipment, including routine maintenance cards with time frequency of routine maintenance noted.
 - f. Maintenance instructions, finishes.
 - g. Shop drawings and product data, including changes made during construction.
 - h. Copies of Guaranties/Warranties.
- C. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate precise items included in this installation and delete, or otherwise clearly indicate, manufacturer's data with which this installation is not concerned.
- D. Final inspection will not be scheduled until operation/maintenance manuals are delivered to the State Inspector.

1.06 GUARANTIES, WARRANTIES AND BONDS

- A. Standard Guaranty: Guarantee Work executed under this Contract to be free of defects of workmanship and materials for a period of one year after the date of Completion of the Work. Refer to General Conditions of the Contract for Construction, Document 00 72 00, Article 3.5. Submittal is not required for standard one year guaranty for Work of this project.
- B. Additional Guaranties/Warranties: Provide additional guaranties/warranties (in excess of one year) where specifically required by pertinent Specification Sections. The start date of the Guaranty will commence on the date of Completion of the Work as established by the State Representative.
1. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
 2. Submit guaranties/warranties prior to requesting a final inspection.

1.07 CERTIFICATION OF RECYCLED CONTENT

- A. Refer to General Conditions of the Contract for Construction, Document 00 72 00, Article 3.21, Certification by Contractor of Recycled Content and to Section 01 74 20, Recycled Content Certification, for final submittal of the State Agency Buy Recycled Campaign (SABRC) Procurement Report.

- B. Final Submittal: Upon completion of all construction submittals, and prior to requesting a final inspection, submit the form provided by the State. The summary shall show totals for all purchases of material, goods, or supplies offered or products used in the performance of Work of this Contract; that are from one of the eleven (11) product categories defined in Section 01 74 20. Attach supporting documentation for materials, goods, supplies, or products that contain any amount of recycled materials.
- C. Final inspection will not be scheduled until the completed final SABRC Procurement Summary with supporting documentation is submitted by Contractor and received by the State.

1.08 WASTE MANAGEMENT REPORT

- A. Upon completion of Work, and prior to requesting a final inspection, submit an itemized Waste Management Report summarizing the waste generated, sent to landfill, reused, and recycled which is attributed to Work of this Project.
- B. Refer to Section 01 74 19, Construction Waste Management, and Appendix 01 74 19.2, Waste Management Report.
- C. Final inspection will not be scheduled until completed Waste Management Report is submitted by Contractor and received by the State.

1.10 CONTRACTOR'S CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

- A. Upon Completion of the Work, together with a Final Payment Application, the Contractor shall submit complete and accurate Form STD 817 "Prime Contractor's Certification – DVBE Subcontracting Report". The State shall review the Form STD 817, and if it is determined to be complete and accurate, the payment will be authorized.
- B. If the Form STD 817 is late or determined to be incomplete or inaccurate, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), and provide the Contractor with a notice allowing at least 15 days, but not more than 30 days to cure the defect.
 - 1. If the Contractor does not comply by the deadline identified in the Cure Notice, the State shall permanently deduct the ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000).

1.11 CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS (SB) PARTICIPATION

- A. If final payment has been made to Small Business, upon Completion of the Work, Contractor shall submit the two-page certification, "Contractor's Certification of SB Participation" located in Section 01 77 00, Appendix A.
- B. If retention has been withheld and final payment to Small Business subcontractors will not be made until the Contractor has received Final Payment from the State, Contractor shall: 1. upon completion of the Work submit the two-page certification, "Contractor's Certification of SB Participation" located in Section 01 77 00, Appendix A; and mark the box entitled "PRELIMINARY REPORT" 2. within 30 days of receipt of Final Payment submit an updated report and mark the box entitled "FINAL REPORT".

- C. When completing the Certification, the Contractor shall include all Small Business even if the firms were not listed at bid time when completing percentage calculations. If SB utilization was different than that approved in original agreement, provide comments. The second page of the Certification may be copied as needed to list all firms.

END OF SECTION

STATE DEPARTMENT AND CONTRACT INFORMATION					
State Department Information	Contract Information		Prime Contractor Information:		FOR STATE USE ONLY
State Department Name:	Contract #:	Name:		Date Received:	
State Department Address:	FISCAL Supplier ID#:	Address:			
Contract Manager Name:	Contract Execution Date:	Phone #:			
Contract Manager Phone #:	Date Work Completed:	Email:			
Contract Manager Email Address:	Contract Award Amount:	Date Last Payment Received:			
		Contract Received Amount:			

SECTION 3 List all Disabled Veteran Business Enterprise firms involved with this contract.

(A) DVBE Subcontractor(s) Name	(B) DVBE Subcontractor(s) Address	(C) DVBE Certification ID Number	(D) Total Contract Commitment Percentage to DVBE	(E) Total Contract Commitment Amount to DVBE	(F) Total Payment Amount to DVBE	(G) Difference in Amount Paid to DVBE (F - E)	(H) Percentage Paid to DVBE (F/Contract Received Amount)	
Number of DVBE Subcontractors				Grand Total	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
1.			0.00%			0.00	0.00%	
2.			0.00%			0.00	0.00%	
3.			0.00%			0.00	0.00%	
4.			0.00%			0.00	0.00%	
5.			0.00%			0.00	0.00%	
6.			0.00%			0.00	0.00%	
7.			0.00%			0.00	0.00%	
8.			0.00%			0.00	0.00%	
9.			0.00%			0.00	0.00%	
10.			0.00%			0.00	0.00%	
11.			0.00%			0.00	0.00%	
12.			0.00%			0.00	0.00%	
13.			0.00%			0.00	0.00%	

	(I) Comments/Explanations	
--	------------------------------	--

Use next page for additional lines

I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct.

Prime Contractor	Print Name:		Date:
	Title:		
	Signature:		

Return upon completion of contract.

STATE DEPARTMENT AND CONTRACT INFORMATION					
State Department Information		Contract Information		Prime Contractor Information	
State Department Name:		Contract #:		Name:	
State Department Address:		FISCAl Supplier ID#:		Address :	
Contract Manager Name:		Contract Execution Date:		Phone #:	
Contract Manager Phone #:		Date Work Completed:		Email:	
Contract Manager Email Address:		Contract Award Amount:		Date Last Payment Received:	
				Contract Received Amount:	

List all Disabled Veteran Business Enterprise firms involved with this contract.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
DVBE Subcontractor(s) Name	DVBE Subcontractor(s) Address	DVBE Certification ID Number	Total Contract Commitment Percentage to DVBE	Total Contract Commitment Amount to DVBE	Total Payment Amount to DVBE	Difference in Amount Paid to DVBE (F - E)	Percentage Paid to DVBE (F/Contract Received Amount)
Number of DVBE Subcontractors			Total	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
14.			0.00%			0.00	0.00%
15.			0.00%			0.00	0.00%
16.			0.00%			0.00	0.00%
17.			0.00%			0.00	0.00%
18.			0.00%			0.00	0.00%
19.			0.00%			0.00	0.00%
20.			0.00%			0.00	0.00%
21.			0.00%			0.00	0.00%
22.			0.00%			0.00	0.00%
23.			0.00%			0.00	0.00%
24.			0.00%			0.00	0.00%
25.			0.00%			0.00	0.00%
26.			0.00%			0.00	0.00%
27.			0.00%			0.00	0.00%
28.			0.00%			0.00	0.00%
29.			0.00%			0.00	0.00%
30.			0.00%			0.00	0.00%
31.			0.00%			0.00	0.00%
32.			0.00%			0.00	0.00%
33.			0.00%			0.00	0.00%
34.			0.00%			0.00	0.00%
35.			0.00%			0.00	0.00%
36.			0.00%			0.00	0.00%

Attach copies of this page for additional lines

I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct.

Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at OSDSReports@dgs.ca.gov

Form Completion Instructions

GENERAL INFORMATION: Military and Veteran Code (MVC) 999.5(d), 999.7 and Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractors that committed to have a Disabled Veteran Business Enterprise (DVBE) perform an element of work for a contract to report DVBE subcontractor participation information and certify to the state that all DVBE subcontracting payments were made. Departments are required to withhold \$10,000 from the final payment, or the full payment if less than \$10,000, on contracts until the Prime Contractor complies with the certification requirements by submitting this form.

If prime contractors do not comply with the requirements after given notice to cure by the state departments, the withheld amount will be permanently deducted.

All contracted work must be completed before submission of invoice(s) and this certification form.

Prime Contractors are required to maintain records supporting the information submitted on this form and that all payments to DVBE subcontractor(s) were made. Upon request, proof of payment must be provided (MVC 999.5(d)).

INCLUDE

- **ONLY ONE contract per Report**
- **All DVBEs that performed an element of work for this contract regardless of tier**

State Department Information:

State Department Name: Enter the State Department name

State Department Address: Enter the State Department address

Contract Manager Name: Enter the Contract Manager name

Contract Manager Phone Number: Enter the Contract Manager phone #

Contract Manager Email Address: Enter the Contract Manager email address

Contract Information

Contract Number: Enter the Contract Number

Contractor's FI\$Cal Supplier ID Number: Enter your FI\$Cal supplier ID number

Contract Execution Date: Enter the date contract was signed

Date Work Completed: Enter the date the work was completed on the contract

Contract Award Amount: Enter the total dollar amount awarded for this contract including all financial amendments

State of California
 Department of General Services Procurement Division
 Prime Contractor's Certification - DVBE Subcontracting
 Report STD 817, Formerly DGS PD 810P
 (Rev. 10/2021)

Form Completion Instructions

Prime Contractor Information:

Prime Contractor Name: Enter your name as shown on the contract

Prime Contractor Address: Enter your address

Phone Number: Enter your number (with area code)

Email Address: Enter your email address

Date Last Payment Received: Enter the date the last payment for work performed was received

Contract Received Amount: Enter the dollar amount of the last payment received

For State Use Only

Date STD 817 Received: Enter date the Contract Manager received the STD 817 from the Prime Contractor

TABLE INSTRUCTIONS

A) DVBE Subcontractor(s) Name: Enter the name of all DVBEs that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s). (Use additional lines if the name does not fit on a single line) Use page two for additional lines.

B) DVBE Subcontractor(s) Address: Enter the address of each DVBE (Use page 2 for additional lines if address does not fit on a single line)

C) DVBE Certification ID Number: Enter each DVBE's certification number

D) Total Contract Commitment Percentage to DVBE: Enter the total percentage of contracted dollars to each DVBE at the time of award

E) Total Contract Commitment Amount to DVBE: Enter the entire amount contracted to each DVBE at the time of award

F) Total Payment Amount to DVBE: Enter the total amount paid to all DVBEs that performed an element of work or were suppliers for this contract

Form Completion Instructions

Note: Complete and accurate certifications are due upon completion of contract.

G) **Difference in Amount Paid to DVBE:** The form will compute the difference of DVBE dollars contracted compared to dollars paid

H) **Percentage Paid to DVBE:** The form will compute the percentage paid to DVBEs using the Contract Received Amount entered under State and Contract Information

Instructions I

I) **Comments/Explanations:** Enter any relevant comments and explanations for any differences between the DVBE amounts or percentages committed and paid. Reference the line number if comments and explanations are used.

SIGNATURE BLOCK

Prime Contractor's Signature: Enter your printed name, title, sign with an electronic signature or a wet signature, and date

CONTRACTOR'S CERTIFICATION OF SB PARTICIPATION

TO: Real Estate Services Division (Construction Services Area Office Address)	Date:
	Project Number:
	Contract Number:

FROM: _____

PROJECT TITLE: _____

THIS IS TO CERTIFY THAT I, _____
(Print Name)

AS AN AUTHORIZED OFFICIAL OF _____
(Firm or Corporation)

WORKING IN THE CAPACITY OF _____
(Title)

AND HAVE BEEN PROPERLY AUTHORIZED BY SAID FIRM OR CORPORATION TO SIGN THE FOLLOWING STATEMENT PERTAINING TO SUBJECT CONTRACT.

Pursuant to Section 14841 of the Government Code,

I, the undersigned, hereby certify that to the best of my knowledge, the Small Business participation information listed on the attached report for the above contract is complete and correct.

SIGNED: _____ DATE: _____

PRELIMINARY REPORT

CONTRACTOR'S CERTIFICATION OF SB PARTICIPATION

FINAL REPORT

CONTRACT NUMBER		PROJECT NUMBER		CONTRACT COMPLETION DATE		CONTRACT ACCEPTANCE DATE	
PRIME CONTRACTOR			ORIGINAL CONTRACT AMOUNT		FINAL CONTRACT AMOUNT		
DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	SB BUSINESS NAME AND ADDRESS	SB CERT. NO.	SB CONTRACT PAYMENTS				
			PAYMENT AMOUNT	DATE WORK COMPLETED	DATE OF FINAL PAYMENT	COMMENTS	
			TOTAL \$				

ORIGINAL SMALL BUSINESS COMMITMENT: _____%

ACTUAL SMALL BUSINESS ACHIEVED: _____%

24 March 2022
Construction Documents

DSH-Metro
SNF BLDG Repair Project

SPECIFICATIONS

Prepared for:

DEPARTMENT OF STATE HOSPITALS

1600 9th Street
Sacramento, California 95814
Telephone: (916) 562-2314

Prepared by:

J.C. CHANG & ASSOCIATES, INC.

Engineers ■ Architects ■ Planners
385 Van Ness Avenue, Suite 208
Torrance, California 90501
Telephone: (310) 212-7644



JCCA 17038-1

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APPROVALS

SNF BUILDING REPAIR PROJECT

DSH-METRO

DEPARTMENT OF STATE HOSPITALS (DSH)

SPECIFICATIONS

CONSTRUCTION DOCUMENTS SUBMITTAL

Myoungjin Kang

Architect

California State Fire Marshal

OSFM # 18-S-1084-C-PI

Approval of this specification does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to field inspection. One set of approved specifications shall be available at the project site at all times.

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
 - 3. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- C. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Revisions to routing of piping and conduits.
 - d. Revisions to electrical circuitry.
 - e. Actual equipment locations.
 - f. Duct size and routing.
 - g. Locations of concealed internal utilities.
 - h. Changes made by Change Order or Change Directive.
 - i. Changes made following Architect's written orders.
 - j. Details not on the original Contract Drawings.
 - k. Field records for variable and concealed conditions.
 - l. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- C. Format: Submit record Product Data as annotated PDF electronic file.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file and paper copy.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible

condition, protected from deterioration and loss. Provide access to project record documents for Government's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 078200
BOARD FIRE PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Calcium-silicate board fire protection.
2. Mineral-fiber board fire protection.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Calcium-silicate board.
2. Mineral-fiber board.
3. Joint treatment and finishing materials.

B. Shop Drawings:

1. Locations and types of surface preparations required before applying board fire protection.
2. Structural framing plan showing extent of board fire protection for each location and fire-resistance rating, including the following:
 - a. Applicable fire-resistance design designations of qualified testing and inspecting agency acceptable to authorities having jurisdiction.
 - b. Minimum thicknesses needed to achieve required fire-resistance ratings of structural components and assemblies.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain board fire protection for each fire-resistance design from single source.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from listings of another testing and inspecting agency acceptable to authorities

having jurisdiction for board fire protection serving as direct-applied protection tested in accordance with ASTM E119.

2.3 BOARD FIRE PROTECTION

- A. Calcium-Silicate Board: Rigid board containing no asbestos and consisting primarily of lime, silica, inert fillers, and cellulosic reinforcing fibers; of thickness required to produce fire-resistance rating indicated; with flame-spread and smoke-developed indexes of zero in accordance with ASTM E84; passing ASTM E136 for combustion characteristics.

1. Manufacturers

- a. BNZ Materials, Inc.
- b. Johns Manville; a Berkshire Hathaway company.

2. Finish: Sanded finish on both sides.

- B. Mineral-Fiber Board: Unfaced rigid board produced by combining slag-wool-/rock-wool fibers with thermosetting resin binders passing ASTM E136 for combustion characteristics; of thickness required to produce fire-resistance rating indicated.

1. Manufacturers

- a. Albi Manufacturing; a division of StanChem, Inc.
- b. Isolatek International.
- c. Rockwool International

2. Maximum Density: 10 lb/cu. ft. (160 kg/cu. m)

3. Surface-Burning Characteristics: Flame-spread and smoke-developed indexes of zero and zero, respectively, in accordance with ASTM E84.

2.4 ACCESSORIES

- A. Anchorage Accessories: Provide manufacturer's standard board-anchorage components complying with related design of UL or of another testing and inspecting agency acceptable to authorities having jurisdiction.

- B. Joint Treatment and Finishing Materials: For calcium-silicate board applications exposed to view, provide joint treatment tape and joint compounds recommended in writing by board manufacturer for finishing surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions of construction to receive fire protection, with Installer present, for compliance with requirements for installation tolerances, and other conditions affecting performance of the Work.
- B. Reject fire-protection materials that are wet, moisture damaged, or mold damaged.
- C. Examine walls, floors, and other construction for suitable conditions where fire-protection materials will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Install board fire protection on structural members after piping and other construction behind fire-resistive materials have been completed.

3.3 INSTALLATION

- A. Install board fire protection in accordance with manufacturer's written instructions.
- B. Install board fire protection to comply with requirements for layer thicknesses and number, construction of joints and corners, and anchorage methods applicable to fire-resistance-rated assemblies indicated.
- C. Install enclosing or concealing construction only after board fire protection has been applied and inspected by authorities having jurisdiction.
- D. Finish calcium-silicate board to comply with board manufacturer's written instructions and as follows:
 - 1. At joints in calcium-silicate board, embed tape in joint compound and apply first, fill, and finish coats of joint compounds over tape, fastener heads, and accessories.
 - 2. Apply a thin, uniform skim coat of joint compound over entire surface.
 - 3. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects, tool marks, and ridges.

3.4 PROTECTION

- A. Replace or repair board fire protection that has been cut away to facilitate other construction. Maintain complete coverage of full thickness on members and substrates protected by board fire protection.

1. Provide final protection and maintain conditions in a manner acceptable to Installer, manufacturer, and authorities having jurisdiction to ensure that board fire protection is without damage or deterioration at time of Substantial Completion.

END OF SECTION 078200

SECTION 078443
JOINT FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Joints in or between fire-resistance-rated constructions.
2. Joints in smoke barriers.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly developed in accordance with current International Firestop Council (IFC) guidelines.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Listed System Designs: For each joint firestopping system, for tests performed by a qualified testing agency.

1.4 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Approvals according to FM Approvals 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install joint firestopping systems when ambient or substrate temperatures are outside limits permitted by joint firestopping system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Install and cure joint firestopping systems per manufacturer's written instructions using natural means of ventilation or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

- A. Coordinate construction of joints to ensure that joint firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of joints to accommodate joint firestopping systems.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain joint firestop systems for each type of joint opening indicated from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. Perform joint firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Test per testing standards referenced in "Joint Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Joint firestop systems installed with products bearing the classification marking of a qualified product certification agency in accordance with Listed System Designs published by a qualified testing agency.
 - 1) UL in its online directory "Product iQ."
 - 2) Intertek Group in its "Directory of Building Products."

2.3 JOINT FIRESTOPPING SYSTEMS

- A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems must accommodate building movements without impairing their ability to resist the passage of fire and hot gases.

1. Joint firestopping systems that are compatible with one another, with the substrates forming openings, and with penetrating items, if any.
 2. Provide products that, upon curing, do not re-emulsify, dissolve, leach, breakdown, or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water or other forms of moisture.
 3. Provide firestop products that do not contain ethylene glycol.
- B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E1966 or UL 2079.
1. Manufacturers
 - a. Rockwool
 - b. CEMCO
 - c. Rectorseal
 - d. STI
 - e. Approved equal
 2. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.
- C. Joints in Smoke Barriers: Provide joint firestopping systems with ratings determined per UL 2079 based on testing at a positive pressure differential of 0.30-inch wg (74.7 Pa).
1. Manufacturers
 - a. Rockwool
 - b. Rectorseal
 - c. STI
 - d. Approved equal
- D. Exposed Joint Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E84.

2.4 ACCESSORIES

- A. Provide components of joint firestopping systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing joint firestopping systems, clean joints immediately to comply with fire-resistive joint system manufacturer's written instructions and the following requirements:
 - 1. Remove from surfaces of joint substrates foreign materials that could interfere with adhesion of elastomeric fill materials or compromise fire-resistive rating.
 - 2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with elastomeric fill materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by joint firestopping system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Apply a suitable bond-breaker to prevent three-sided adhesion in applications where this condition occurs, such as the intersection of a gypsum wall to floor or roof assembly where the joint is backed by a steel ceiling runner or track.

3.3 INSTALLATION

- A. General: Install joint firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.
- C. Install elastomeric fill materials for joint firestopping systems by proven techniques to produce the following results:
 - 1. Elastomeric fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
 - 2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.
 - 3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E2393.
- B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.
- C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.5 CLEANING AND PROTECTION

- A. Clean off excess elastomeric fill materials adjacent to joints as the Work progresses by methods and with cleaning materials that are approved in writing by joint firestopping system manufacturers and that do not damage materials in which joints occur.
- B. Provide final protection and maintain conditions during and after installation that ensure joint firestopping systems are without damage or deterioration at time of Substantial Completion. If damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated joint firestopping systems immediately and install new materials to produce joint firestopping systems complying with specified requirements.

END OF SECTION 078443

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SECTION 079200

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nonstaining silicone joint sealants.
2. Urethane joint sealants.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Joint sealants.
2. Joint-sealant backing materials.

B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.3 INFORMATIONAL SUBMITTALS

A. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.
2. Manufacturer and product name.
3. Type of substrate material.
4. Proposed test.
5. Number of samples required.

- B. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.
- C. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Manufacturers' special warranties.
- B. Installer's special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.6 MOCKUPS

- A. Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer[or are below 40 deg F (5 deg C)].
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect/Project Manager from manufacturer's full range.

2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
- C. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.

2.4 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
- B. Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Uses T and NT.
- C. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 50, Uses T and NT.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, the types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
 - 4. Provide flush joint profile in accordance with Figure 8B in ASTM C1193.
 - 5. Provide recessed joint configuration of recess depth and in accordance with Figure 8C in ASTM C1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 - 1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - a. Extent of Testing: Test completed and cured sealant joints as follows:

- 1) Perform 10 tests for the first 1000 ft. (300 m) of joint length for each kind of sealant and joint substrate.
 - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - c. Inspect tested joints and report on the following:
 - 1) Whether sealants filled joint cavities and are free of voids.
 - 2) Whether sealant dimensions and configurations comply with specified requirements.
 - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- C. Prepare test and inspection reports.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage

or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 092216

NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Grid suspension systems for gypsum board ceilings.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation Reports: For embossed, high-strength steel studs and tracks, post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.4 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, the Steel Stud Manufacturers Association or the Supreme Steel Framing System Association.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Notify manufacturer of damaged materials received prior to installation.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E119 by an independent testing agency.
- B. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.
- C. Design Loads: As indicated on architectural Drawings or 5 lbf/sq. ft. (239 Pa) minimum as required by the IBC.

2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with AISI S220 for conditions indicated.
 - 1. Steel Sheet Components: Comply with AISI S220 requirements for metal unless otherwise indicated
 - 2. Protective Coating: Comply with ASTM A653/A653M, G40 (Z120); or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
 - a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
- B. Hat-Shaped, Rigid Furring Channels: ASTM C645.
 - 1. Manufacturers:
 - a. ClarkDietrich.
 - b. Jaimes Industries.
 - c. MarinoWARE.
 - d. MBA Building Supplies.
 - e. MRI Steel Framing, LLC.
 - f. SCAFCO Steel Stud Company.
 - g. Steel Construction Systems.
 - 2. Minimum Base-Steel Thickness: Min. 0.0179 inch (0.455 mm)
 - 3. Depth: 7/8 inch (22.2 mm).

2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordination with Sprayed Fire-Resistive Materials:
 - 1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling tracks to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches (610 mm) o.c.
 - 2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that are required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Furring Channels (Furring Members): 16 inches (406 mm) o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- D. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092400
CEMENT PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Metal lath.
 2. Base-coat cement plaster.
 3. Cement plaster finish coats.
 4. Accessories.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.
- C. Samples: For each type of factory-prepared finish coat and for each color and texture specified.
- D. Samples for Initial Selection: For each type of factory-prepared finish coat and for each color and texture specified.
- E. Samples for Verification: For each type of factory-prepared finish coat and for each color and texture specified, 12 by 12 inches (305 by 305 mm), and prepared on rigid backing.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover, and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.4 FIELD CONDITIONS

- A. Comply with ASTM C926 requirements.
- B. Interior Plasterwork: Maintain room temperatures at greater than 40 deg F (4.4 deg C) for at least 48 hours before plaster application, and continuously during and after application.
1. Avoid conditions that result in plaster drying out during curing period. Distribute heat evenly; prevent concentrated or uneven heat on plaster.

2. Ventilate building spaces as required to remove water in excess of that required for hydrating plaster in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.
- C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain plaster materials from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Where indicated, provide cement plaster assemblies identical to those of assemblies tested for fire resistance according to ASTM E119 by a qualified testing agency.

2.3 METAL LATH

- A. Expanded-Metal Lath: ASTM C847, cold-rolled carbon-steel sheet with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
1. Manufacturers:
 - a. Alabama Metal Industries Company; a Gibraltar Industries company.
 - b. CEMCO; California Expanded Metal Products Co.
 - c. ClarkDietrich.
 - d. MarinoWARE.
 - e. Phillips Manufacturing Co.
 2. Diamond-Mesh Lath: Flat or match existing.

2.4 BASE-COAT CEMENT PLASTER

- A. General: Comply with ASTM C926 for applications indicated.
1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. (0.6 kg of fiber/cu. m) of cementitious materials.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
1. Portland Cement Mixes:

- a. Scratch Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
- b. Brown Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

2.5 CEMENT PLASTER FINISH COATS

A. Job-Mixed Finish-Coat Mixes:

1. Portland Cement Mix: For cementitious materials, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
2. Masonry Cement Mix: Use 1 part masonry cement and 1-1/2 to 3 parts aggregate.
3. Portland and Masonry Cement Mix: For cementitious materials, mix 1 part portland cement and 1 part masonry cement. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
4. Plastic Cement Mix: Use 1 part plastic cement and 1-1/2 to 3 parts aggregate.

B. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.

1. Manufacturers:

- a. California Stucco Products Corp.
- b. El Rey Stucco Solutions; a Parex USA, Inc. brand.
- c. Florida Stucco.
- d. LaHabra Stucco Solutions; Parex USA.
- e. Omega Products International, Inc.
- f. QUIKRETE.
- g. Shamrock Stucco LLC.
- h. SonoWall, BASF Corp.

2. Color: Match existing adjacent surfaces.

2.6 ACCESSORIES

A. General: Comply with ASTM C1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Metal Accessories:

1. Manufacturers:

- a. Alabama Metal Industries Company; a Gibraltar Industries company.
- b. Brand X Metals, Inc.
- c. CEMCO; California Expanded Metal Products Co.
- d. ClarkDietrich.
- e. Flannery, Inc.

- f. MarinoWARE.
- g. Phillips Manufacturing Co.
- 2. Cornerite: Fabricated from metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
- 3. External- (Outside-) Corner Reinforcement: Fabricated from metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
- 4. Cornerbeads: Fabricated from zinc, zinc-coated (galvanized) steel or anodized aluminum
 - a. Smallnose cornerbead with expanded flanges; use unless otherwise indicated.
 - b. Smallnose cornerbead with perforated flanges; use on curved corners.
 - c. Smallnose cornerbead with expanded flanges reinforced by perforated stiffening rib; use on columns and for finishing unit masonry corners.
 - d. Bullnose cornerbead, radius 3/4 inch (19 mm) minimum, with expanded flanges; use at locations indicated on Drawings.
- 5. Casing Beads: Fabricated from zinc, zinc-coated (galvanized) steel or anodized aluminum; square-edged style; with expanded flanges.
- 6. Control Joints: Fabricated from zinc, or zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
- 7. Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
- 8. Two-Piece Expansion Joints: Fabricated from zinc, zinc-coated (galvanized) steel or anodized aluminum; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch (6 to 16 mm) wide; with perforated flanges.

2.7 PLASTER MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I.
 - 1. Color for Finish Coats: Match existing surface, White or Gray.
- B. Lime: ASTM C206, Type S; or ASTM C207, Type S.
- C. Sand Aggregate: ASTM C897.
 - 1. Color for Job-Mixed Finish Coats: White or In color matching existing.

2.8 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fasteners for Attaching Metal Lath to Substrates: ASTM C1063.
- C. Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch (1.21-mm) diameter unless otherwise indicated.

- D. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare smooth, solid substrates for plaster according to ASTM C926.

3.3 INSTALLATION, GENERAL

- A. Fire-Resistance-Rated Assemblies: Install components according to requirements for design designations from listing organization and publication indicated on Drawings.
- B. Sound-Attenuation Blankets: Where required, install blankets before installing lath unless blankets are readily installed after lath has been installed on one side.

3.4 INSTALLATION OF METAL LATH

- A. Metal Lath: Install according to ASTM C1063.
 - 1. Flat-Ceiling and Horizontal Framing: Install flat-diamond-mesh 3/8-inch (10-mm) rib welded-wire lath.
 - 2. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh welded-wire lath.

3.5 INSTALLATION OF ACCESSORIES

- A. Install according to ASTM C1063 and at locations indicated on Drawings.
- B. Reinforcement for External (Outside) Corners:

1. Install lath-type, external-corner reinforcement or cornerbead at exterior locations.
2. Install cornerbead at interior locations.

C. Control Joints: Locate as approved by Architect for visual effect and as follows:

1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
 - a. Vertical Surfaces: 144 sq. ft. (13.4 sq. m).
 - b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft. (9.3 sq. m).
2. At distances between control joints of not greater than 18 feet (5.5 m) o.c.
3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
4. Where control joints occur in surface of construction directly behind plaster.
5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

3.6 APPLICATION OF BASE-COAT CEMENT PLASTER

A. General: Comply with ASTM C926.

1. Do not deviate more than plus or minus 1/4 inch in 10 feet (6 mm in 3 m) from a true plane in finished plaster surfaces when measured by a 10-foot (3-m) straightedge placed on surface.
2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

B. Bonding Compound: Apply on unit masonry and concrete substrates for direct application of plaster.

C. Ceilings; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork and having 1-inch (26-mm) total thickness as follows:

1. Portland cement mixes.

3.7 APPLICATION OF CEMENT PLASTER FINISH COATS

A. Plaster Finish Coats: Apply to provide trowel sweep finish to match existing ceiling.

3.8 REPAIR

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.9 CLEANING

- A. Remove temporary protection and enclosure of other work after plastering is complete.
- B. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered.
- C. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 092400

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SECTION 092900

GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum ceiling board, Type X.
2. Mold-resistant gypsum board.
3. Interior trim.
4. Joint treatment materials.
5. Acoustical sealant.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

D. Samples for Initial Selection: For each type of trim accessory indicated.

E. Samples for Verification: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.

2.3 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.4 INTERIOR GYPSUM BOARD

- A. Gypsum Ceiling Board, Type X: ASTM C1396/C1396M.
 - 1. Manufacturers:
 - a. American Gypsum.
 - b. Certainteed; SAINT-GOBAIN.
 - c. Continental Building Products, LLC.
 - d. Georgia-Pacific Gypsum LLC.

- e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. Panel Rey.
 - h. USG Corporation
 2. Thickness: 1/2 inch (12.7 mm).
 3. Long Edges: Tapered.
- B. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
 1. Manufacturers:
 - a. American Gypsum.
 - b. Certainteed; SAINT-GOBAIN.
 - c. Continental Building Products, LLC.
 - d. Georgia-Pacific Gypsum LLC.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 2. Core: 5/8 inch (15.9 mm), Type X.
 3. Long Edges: Tapered.
 4. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet
 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 1. Interior Gypsum Board: Paper.

2. Exterior Gypsum Soffit Board: Paper.
 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use setting-type, sandable compound.
 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

2.7 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
1. C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."
- D. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- E. Vapor Retarder: As specified in Section 072600 "Vapor Retarders."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Where required for fire-resistance-rated assembly.
 - 2. Ceiling Type: Ceiling surfaces.
 - 3. Mold-Resistant Type: [As indicated on Drawings] <Insert requirements>.
- B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

3.4 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints not to exceed 30' for partition and ceiling without relief and 50' for ceiling with perimeter relief.
- C. Interior Trim: Install in the following locations:
 1. Cornerbead: Use at outside corners unless otherwise indicated.
 2. Bullnose Bead: Use at outside corners.
 3. LC-Bead: Use at exposed panel edges.
 4. L-Bead: Use where indicated on Drawings.
 5. U-Bead: Use at exposed panel edges and where indicated on Drawings.
 6. Curved-Edge Cornerbead: Use at curved openings.

3.5 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Panels that are substrate for acoustical tile.
 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated .

- a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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SECTION 095123
ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Acoustical tiles for interior ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.
- C. Samples for Initial Selection: For components with factory-applied finishes.
- D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
 - 1. Acoustical Tiles: Set of full-size Samples of each type, color, pattern, and texture.
- E. Delegated-Design Submittal: For seismic restraints for ceiling systems.
 - 1. Include design calculations for seismic restraints including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Product Test Reports: For each acoustical tile ceiling, for tests performed by manufacturer and witnessed by a qualified testing.

- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Units: Full-size tiles equal to 5 percent of quantity installed.

1.7 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockup of typical ceiling area as shown on Drawings.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations:

1. Suspended Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile and its suspension system from single source from single manufacturer.
2. Directly Attached Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Class A according to ASTM E1264.
2. Smoke-Developed Index: 50 or less.

B. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL or from the listings of another qualified testing agency.

2.3 ACOUSTICAL TILES

A. Manufacturers

1. USG
2. Approved equal

B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E1264 classifications as designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.

C. Classification: Provide fire-resistance-rated tiles as follows:

1. Type and Form: Match existing.
2. Pattern: match existing.

D. Color: White or match existing.

E. Thickness: match existing.

F. Modular Size: match existing or 12 by 12 inches (305 by 305 mm).

G. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing

no mold, mildew, or bacterial growth when tested according to ASTM D3273, ASTM D3274, or ASTM G21 and evaluated according to ASTM D3274 or ASTM G21.

2.4 ACOUSTICAL SEALANT

- A. Acoustical Sealant: As specified in Section 079219 "Acoustical Joint Sealants."

2.5 MISCELLANEOUS MATERIALS

- A. Acoustical Tile Adhesive: Type recommended in writing by acoustical tile manufacturer, bearing UL label for Class 0-25 flame spread.
 - 1. Low VOC content of adhesive.
- B. Staples: 5/16-inch- (8-mm-) long, divergent-point staples.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Testing Substrates: Before adhesively bonding tiles to wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- C. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION OF DIRECTLY ATTACHED ACOUSTICAL TILE CEILINGS

- A. Adhesive Installation: Install acoustical tile by bonding to substrate, using acoustical tile adhesive and procedure recommended in writing by tile manufacturer and as follows:
 - 1. Wipe and prime ceiling.
 - 2. Remove loose dust from backs of tiles by brushing.
 - 3. Install splines in joints between tiles and maintain bottom surface to a uniform level. Shim tile or correct substrate as required to maintain levelness.
 - 4. Maintain tight butt joints, aligned in both directions and coordinated with ceiling fixtures.
- B. Install edge moldings and trim of type indicated at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical units.
- C. Arrange directionally patterned acoustical tiles to match existing ceiling tiles.

3.4 ERECTION TOLERANCES

- A. Directly Attached Ceilings: Install bottom surface of tiles to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m) and not exceeding 1/4 inch (6 mm) cumulatively.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m), non-cumulative.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Periodic inspection during the installation of suspended ceiling grids according to ASCE/SEI 7.
- B. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095123

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SECTION 099123
INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Primers.
 - 2. Water-based finish coatings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include preparation requirements and application instructions.
 - 2. Indicate VOC content.
- B. Samples: For each type of topcoat product.
- C. Samples for Initial Selection: For each type of topcoat product.
- D. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- E. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers Listings

1. Behr Paint Company
2. Benjamin Moore & Co
3. Dunn-Edwards Corporation
4. Kelly-Moore Paint Company
5. PPG Paints
6. Rust-Oleum Corporation
7. Sherwin-Williams Company
8. The Valspar Corporation

B. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

B. Colors: As selected by Architect and project manager from manufacturer's full range

2.3 PRIMERS

- A. Interior, Institutional Low-Odor/VOC Primer Sealer: Water-based primer sealer with low-odor characteristics and a VOC of less than 10 grams per liter for use on new interior plaster, concrete, and gypsum wallboard surfaces that are subsequently to be painted with latex finish coats.
- B. Water-Based Rust-Inhibitive Primer: Corrosion-resistant, water-based-emulsion primer formulated for resistance to flash rusting when applied to cleaned, interior ferrous metals subject to mildly corrosive environments.
- C. Surface-Tolerant Metal Primer: Corrosion-resistant, solvent-based metal primer formulated for use on structural steel and metal fabrications that have been minimally prepared.
- D. Cementitious Galvanized Primer: Solvent-based primer composed of linseed oil/alkyd resin and portland cement for cleaned galvanized metal prior to finish coating.

- E. Water-Based Galvanized-Metal Primer: Corrosion-resistant, acrylic primer; formulated for use on cleaned/etched, exterior, galvanized metal to prepare it for subsequent water-based coatings.
- F. Water-Based Bonding Primer: Water-based-emulsion primer formulated to promote adhesion of subsequent specified coatings.

2.4 WATER-BASED FINISH COATS

- A. Interior, Latex, Institutional Low Odor/VOC, Eggshell: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
 - 1. Gloss and Sheen Level: Manufacturer's standard eggshell finish.
- B. Interior, Latex, Institutional Low Odor/VOC, Semigloss: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
 - 1. Gloss Level: Manufacturer's standard semigloss finish.
- C. Interior, Latex, Institutional Low-Odor/VOC, Gloss: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
 - 1. Gloss Level: Manufacturer's standard gloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
 - 3. Masonry (Clay and CMUs): 12 percent.
 - 4. Wood: 15 percent.
 - 5. Gypsum Board: 12 percent.
 - 6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- F. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 - 1. SSPC-SP 2.
 - 2. SSPC-SP 3.
 - 3. SSPC-SP 11.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work that are visible from occupied space.

3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 3. Allow empty paint cans to dry before disposal.
 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

- 1. Institutional Low-Odor/VOC Latex System :
 - a. Prime Coat: Interior, institutional low-odor/VOC primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior latex, institutional low odor/VOC, eggshell, semigloss, gloss.

B. CMU Substrates:

- 1. Institutional Low-Odor/VOC Latex System :
 - a. Block Filler: Interior/exterior latex block filler.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell, semigloss, gloss.

C. Steel Substrates:

- 1. Institutional Low-Odor/VOC Latex System :
 - a. Prime Coat: Water-based rust-inhibitive primer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell, semigloss, gloss.

D. Gypsum Board and Plaster Substrates:

- 1. Institutional Low-Odor/VOC Latex System :
 - a. Prime Coat: Interior, institutional low-odor/VOC primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell, semigloss, gloss.

E. Acoustic Tiles:

- 1. Institutional Low-Odor/VOC Latex System :
 - a. Prime Coat: Matching topcoat.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC eggshell, semigloss, gloss.

END OF SECTION 099123