



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

PROJECT MANUAL – Book I of III

**INTRODUCTORY INFORMATION
BIDDING REQUIREMENTS
CONTRACTING REQUIREMENTS
SPECIFICATIONS**

FOR:

**DSH-ATASCADERO RE-ROOF, HVAC
REPLACEMENT & ELECTRICAL UPGRADES**

DEPARTMENT OF STATE HOSPITALS

**ATASCADERO, SAN LUIS OBISPO COUNTY,
CALIFORNIA**

**Matt Davidson, Project Director
West Sacramento, California**

DOCUMENT 00 01 01

PROJECT TITLE PAGE

Title: CALIFORNIA DEPARTMENT OF STATE HOSPITALS
DSH-ATASCADERO
RE-ROOF, HVAC REPLACEMENT & ELECTRICAL UPGRADES

Client Agency: DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROJECT MANAGEMENT & DEVELOPMENT BRANCH

Location: ATASCADERO, SAN LUIS OBISPO COUNTY, CALIFORNIA

Project Number: DGS000000142452

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SECTION 00 01 05

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PROJECT TITLE: California Department of State Hospitals,
DSH – Atascadero
Reroof and HVAC Replacement

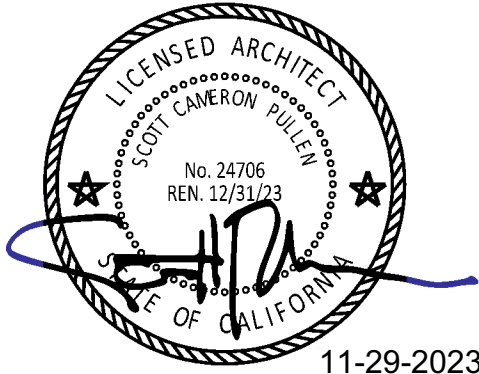
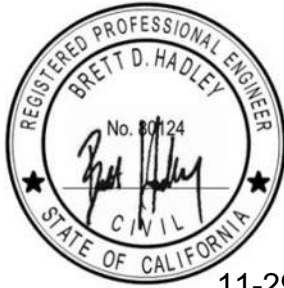
CLIENT AGENCY: Department of General Services – Real Estate Services
Division, Project Management & Development Branch




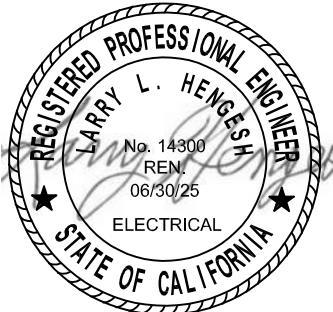
LOCATION: 10333 El Camino Real
Atascadero, San Luis Obispo County, California

PROJECT NUMBER: DGS000000142452

OWNER: State of California

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 11-29-2023	 11-29-2023
ARCHITECT	CIVIL ENGINEER

 <p>11/ 29/ 2023</p>	 <p>11-29-2023</p>
<p>STRUCTURAL ENGINEER</p>	<p>MECHANICAL ENGINEER</p>
 <p>11-29-2023</p>	 <p>11-29-2023</p>
<p>HVAC ELECTRICAL ENGINEER</p>	<p>SITE ELECTRICAL ENGINEER</p>

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M1.19B	DEMO ROOF PLAN REHABILITATION THERAPY UNIT
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M1.20B	DEMO ROOF PLAN WARDS 27 & 28
M1.21	DEMO ROOF PLAN MAINTENANCE SHOP
M1.22	DEMO ROOF PLAN MAINTENANCE SHOP
M2.00	OVERALL NEW ROOF PLAN
M2.1A	MECH NEW ROOF PLAN - WARDS 18 & 19
M2.1B	MECH NEW ROOF PLAN - WARDS 18 & 19
M2.1C	MECH NEW ROOF PLAN - WARDS 18 & 19
M2.1D	AHU ELEVATIONS PLAN - WARDS 18 & 19
M2.2A	MECH NEW ROOF PLAN - WARDS 14 & 15
M2.2B	MECH NEW ROOF PLAN - WARDS 14 & 15
M2.2C	MECH NEW ROOF PLAN - WARDS 14 & 15
M2.3A	MECH NEW ROOF PLAN - WARDS 16 & 17
M2.3B	MECH NEW ROOF PLAN - WARDS 10 & 11
M2.3C	AHU ELEVATIONS WARDS 16 & 17
M2.4A	MECH NEW ROOF PLAN - WARDS 12 & 13
M2.4B	MECH NEW ROOF PLAN - WARDS 6, 7, 12 & 13
M2.5A	MECH NEW ROOF PLAN - WARDS 8 & 9
M2.5B	MECH NEW ROOF PLAN - WARDS 6, 7, 12, & 13
M2.6A	MECH NEW ROOF PLAN - WARDS 6 & 7
M2.6B	MECH NEW ROOF PLAN - WARDS 6 & 7
M2.7	MECH NEW ROOF PLAN - ADMINISTRATION & VISITORS
M2.8A	MECH NEW ROOF PLAN - WARDS 4 & 5
M2.8B	MECH NEW ROOF PLAN - THERAPY & GYM
M2.8C	MECH NEW ROOF PLAN - CORRIDORS

LIST OF DRAWINGS

M2.8D	MECH NEW ROOF PLAN - ADMINISTRATION & VISITORS
M2.9A	MECH NEW ROOF PLAN WARDS 2 & 3
M2.9B	MECH NEW ROOF PLAN WARDS CLINIC
M2.9C	MECH NEW ROOF PLAN WARDS 2 & 3
M2.9D	AH 1, 2A, 2B - ELEVATIONS CLINIC
M2.10A	MECH NEW ROOF PLAN - WARDS 2 & 3
M2.10B	MECH NEW ROOF PLAN - LAUNDRY
M2.11	MECH NEW ROOF PLAN LAUNDRY & AUDITORIUM
M2.12A	MECH NEW ROOF PLAN KITCHEN
M2.12B	MECH NEW ROOF PLAN KITCHEN
M2.12C	MECH NEW ROOF PLAN KITCHEN
M2.13A	MECH NEW ROOF PLAN - WARDS 20 & 21
M2.13B	MECH NEW ROOF PLAN - WARDS 20 & 21
M2.15A	MECH NEW ROOF PLAN WARDS 24 & SCHOOL
M2.15B	AH ELEVATIONS - WARDS 24 & SCHOOL
M2.16A	MECH NEW ROOF PLAN WARDS 22 & 23
M2.16B	MECH NEW ROOF PLAN WARDS 22 & 23
M2.17A	MECH NEW ROOF PLAN WARDS 25 & 26
M2.17B	AH ELEVATIONS WARDS 25 & 26
M2.18A	MECH NEW ROOF PLAN ADMISSIONS
M2.18B	MECH NEW ROOF PLAN OFFICES & REHAB THERAPY
M2.18C	AH ELEVATIONS REHABILITATION THERAPY
M2.19A	MECH NEW ROOF PLAN REHAB THERAPY
M2.19B	MECH NEW ROOF PLAN REHAB THERAPY
M2.20A	MECH NEW ROOF PLAN WARDS 27 & 28
M2.20B	MECH NEW ROOF PLAN WARDS 27 & 28
M2.20C	AH 20A & 20B ELEVATIONS WARDS 27 & 28
M2.21	MECH NEW ROOF PLAN MAINTENANCE SHOPS
M2.22	MECH NEW ROOF PLAN MAINTENANCE SHOPS

MP3.00	OVERALL PIPING DEMOLITION ROOF PLAN
MP3.1A	DEMO ROOF PLAN - WARDS 18 & 19
MP3.1B	DEMO ROOF PLAN - WARDS 18 & 19
MP3.2A	DEMO ROOF PLAN - WARDS 14 & 15
MP3.2B	DEMO ROOF PLAN - WARDS 14 & 15
MP3.3A	DEMO ROOF PLAN - WARDS 16 & 17
MP3.3B	DEMO ROOF PLAN - WARDS 10 & 11
MP3.3C	DEMO ROOF PLAN - WARDS 16 & 17
MP3.3D	DEMO ROOF PLAN - WARDS 10 & 11
MP3.4A	DEMO ROOF PLAN - WARDS 12 & 13
MP3.4B	DEMO ROOF PLAN - WARDS 12 & 13
MP3.5A	DEMO ROOF PLAN - WARDS 8 & 9
MP3.5B	DEMO ROOF PLAN - WARDS 8 & 9
MP3.5C	DEMO ROOF PLAN - WARDS 8 & 9
MP3.6A	DEMO ROOF PLAN - WARDS 6 & 7
MP3.6B	DEMO ROOF PLAN - WARDS 12 & 13
MP3.6C	DEMO ROOF PLAN - EAST WEST CORRIDOR
MP3.6D	DEMO ROOF PLAN - EAST WEST CORRIDOR
MP3.8A	DEMO ROOF PLAN - WARDS 4 & 5
MP3.8B	DEMO ROOF PLAN - WARDS 4 & 5
MP3.9A	DEMO ROOF PLAN - WARDS 1, 2, & 3
MP3.9B	DEMO ROOF PLAN - CLINIC
MP3.9C	DEMO ROOF PLAN - CLINIC
MP3.10A	DEMO ROOF PLAN - WARDS 1, 2, & 3

LIST OF DRAWINGS

MP3.10B	DEMO ROOF PLAN - LAUNDRY
MP3.11A	DEMO ROOF PLAN - LAUNDRY & AUDITORIUM
MP3.11B	DEMO ROOF PLAN - AUDITORIUM
MP3.12A	DEMO ROOF PLAN - KITCHEN
MP3.12B	DEMO ROOF PLAN - NEW TREATMENT
MP3.13A	DEMO ROOF PLAN - WARDS 20 & 21
MP3.13B	DEMO ROOF PLAN - WARDS 20 & 21
MP3.15	DEMO ROOF PLAN - WARD 24 & SCHOOL
MP3.16A	DEMO ROOF PLAN - WARDS 22 & 23
MP3.16B	DEMO ROOF PLAN - WARDS 22 & 23
MP3.17	DEMO ROOF PLAN - WARDS 25 & 26
MP3.18A	DEMO ROOF PLAN - ADMISSIONS
MP3.18B	DEMO ROOF PLAN - ADMISSIONS
MP3.19A	DEMO ROOF PLAN - REHABILITATION
MP3.19B	DEMO ROOF PLAN - REHABILITATION
MP3.19C	DEMO ROOF PLAN - NORTH SOUTH CORRIDOR
MP3.19D	DEMO ROOF PLAN - NORTH SOUTH CORRIDOR
MP3.20A	DEMO ROOF PLAN - WARDS 27 & 28
MP3.20B	DEMO ROOF PLAN - WARDS 27 & 28

MP4.00	OVERALL PIPING NEW ROOF PLAN
MP4.1A	NEW ROOF PLAN WARDS 18 & 19
MP4.1B	NEW ROOF PLAN WARDS 18 & 19
MP4.1C	NEW ROOF PLAN WARDS 18 & 19
MP4.2A	NEW ROOF PLAN WARDS 14 & 15
MP4.2B	NEW ROOF PLAN WARDS 14 & 15
MP4.2C	NEW ROOF PLAN CORRIDORS
MP4.3A	NEW ROOF PLAN WARDS 16 & 17
MP4.3B	NEW ROOF PLAN WARDS 10 & 11
MP4.4A	NEW ROOF PLAN WARDS 12 & 13
MP4.4B	NEW ROOF PLAN WARDS 6, 7, 12 & 13
MP4.4C	NEW ROOF PLAN WARDS 12 & 13
MP4.5A	NEW ROOF PLAN WARDS 8 & 9
MP4.5B	NEW ROOF PLAN WARDS 8 & 9
MP4.6A	NEW ROOF PLAN WARDS 6 & 7
MP4.6B	NEW ROOF PLAN WARDS 12 & 13
MP4.6C	NEW ROOF PLAN EAST WEST CORRIDOR
MP4.6D	NEW ROOF PLAN EAST WEST CORRIDOR
MP4.8A	NEW ROOF PLAN WARDS 4 & 5
MP4.8B	NEW ROOF PLAN THERAPY & GYMNASIUM
MP4.8C	NEW ROOF PLAN CLINIC
MP4.9A	NEW ROOF PLAN WARDS 2 & 3
MP4.9B	NEW ROOF PLAN CLINIC
MP4.9C	NEW ROOF PLAN CLINIC
MP4.10A	NEW ROOF PLAN WARDS 1, 2, & 3
MP4.10B	NEW ROOF PLAN LAUNDRY
MP4.10C	WARDS 1, 2, & 3 EXTERIOR ELEVATIONS
MP4.11A	NEW ROOF PLAN LAUNDRY & AUDITORIUM
MP4.11B	NEW ROOF PLAN AUDITORIUM
MP4.12A	NEW ROOF PLAN KITCHEN
MP4.12B	NEW ROOF PLAN KITCHEN
MP4.12C	NEW ROOF PLAN KITCHEN
MP4.12D	NEW ROOF PLAN TREATMENT
MP4.13A	NEW ROOF PLAN WARDS 20 & 21

LIST OF DRAWINGS

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MP4.13B	NEW ROOF PLAN WARDS 20 & 21
MP4.14	NEW ROOF PLAN KITCHEN
MP4.15	NEW ROOF PLAN WARDS 24 & SCHOOL
MP4.16A	NEW ROOF PLAN WARDS 23 & 23
MP4.16B	NEW ROOF PLAN WARDS 22 & 23
MP4.17	NEW ROOF PLAN WARDS 25 & 26
MP4.18A	NEW ROOF PLAN ADMISSIONS
MP4.18B	NEW ROOF PLAN OFFICES
MP4.19A	NEW ROOF PLAN REHABILITATION THERAPY
MP4.19B	NEW ROOF PLAN REHAB THERAPY & NORTH SOUTH CORRIDOR
MP4.20A	NEW ROOF PLAN WARDS 27 & 28
MP4.20B	NEW ROOF PLAN WARDS 27 & 28

M5.1	MECHANICAL DETAILS
M5.2	MECHANICAL DETAILS
M5.3	MECHANICAL DETAILS
M5.4	MECHANICAL DETAILS
M5.5	MECHANICAL DETAILS
M5.6	MECHANICAL DETAILS
M5.7	PHASED PIPE DETAILS
M5.8	PHASED PIPE DETAILS

M6.1	MECHANICAL CONTROLS DETAILS
M6.2	MECHANICAL CONTROLS DETAILS
M6.3	MECHANICAL CONTROLS DETAILS
M6.4	MECHANICAL CONTROLS DETAILS
M6.5	MECHANICAL CONTROLS DETAILS
M6.6	MECHANICAL CONTROLS DETAILS
M6.7	MECHANICAL CONTROLS DETAILS

SHEETS	213
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ELECTRICAL

E0.1	SYMBOLS, ABBREVIATIONS, & SHEET INDEX
E0.3	LOW VOLTAGE ONE-LINE DIAGRAM, LOAD & VOLTAGE DROP CALCULATIONS
E0.4	AIR HANDLER REPLACEMENT SCHEDULE
E0.5	EXHAUST FAN REPLACEMENT SCHEDULE
E0.6	ELECTRICAL PANEL SCHEDULES AND LOAD CALCULATIONS
E0.7	ELECTRICAL PANEL SCHEDULES AND LOAD CALCULATIONS

ED1.0	DEMO ROOF PLAN - OVERALL
ED1.1	DEMO ROOF PLAN - WARDS 18 & 19
ED1.2	DEMO ROOF PLAN - WARDS 14 & 15
ED1.3	DEMO ROOF PLAN - WARDS 10, 11, 16, & 17
ED1.4	DEMO ROOF PLAN - WARDS 12 & 13
ED1.5	DEMO ROOF PLAN - WARDS 8 & 9
ED1.6	DEMO ROOF PLAN - WARDS 6 & 7
ED1.7	DEMO ROOF PLAN - ADMINISTRATION & VISITORS
ED1.8	DEMO ROOF PLAN - WARDS 4 & 5, THERAPY & CDS, & GYMNASIUM
ED1.9	DEMO ROOF PLAN - WARDS 2, 3, & CLINIC
ED1.10	DEMO ROOF PLAN - LAUNDRY & TREATMENT
ED1.11	DEMO ROOF PLAN - LAUNDRY & AUDITORIUM
ED1.12	DEMO ROOF PLAN - BAKERY, CANTEEN, DINING, KITCHEN & WAREHOUSE

LIST OF DRAWINGS

ED1.13	DEMO ROOF PLAN - WARDS 20 & 21
ED1.14	DEMO ROOF PLAN - BAKERY & OFFICES
ED1.15	DEMO ROOF PLAN - WARD 24 & SCHOOL AREA
ED1.16	DEMO ROOF PLAN - WARDS 22 & 23
ED1.17	DEMO ROOF PLAN - OFFICES & WARDS 25 & 26
ED1.18	DEMO ROOF PLAN - ADMISSIONS, OFFICES, & REHABILITATION THERAPY UNIT
ED1.19	DEMO ROOF PLAN - REHABILITATION THERAPY UNIT
ED1.20	DEMO ROOF PLAN - WARDS 27 & 28
ED1.21	DEMO ROOF PLAN - MAINTENANCE SHOP
ED1.22	DEMO ROOF PLAN - GARAGE & MAINTENANCE SHOP
E1.0	ROOF PLAN - OVERALL
E1.0A	OVERALL ROOF PLAN - PANELBOARD FEEDER ROUTING
E1.1	ROOF PLAN - WARDS 18 & 19
E1.2	ROOF PLAN - WARDS 14 & 15
E1.3	ROOF PLAN - WARDS 10, 11, 16, & 17
E1.4	ROOF PLAN - WARDS 12 & 13
E1.5	ROOF PLAN - WARDS 8 & 9
E1.6	ROOF PLAN - WARDS 6 & 7
E1.7	ROOF PLAN - ADMINISTRATION & VISITORS
E1.8	ROOF PLAN - WARDS 4 & 5, THERAPY & CDS, & GYMNASIUM
E1.9	ROOF PLAN - WARDS 2, 3, & CLINIC
E1.10	ROOF PLAN - LAUNDRY & TREATMENT
E1.11	ROOF PLAN - LAUNDRY & AUDITORIUM
E1.12	ROOF PLAN - BAKERY, CANTEEN, DINING, KITCHEN & WAREHOUSE
E1.13	ROOF PLAN - WARDS 20 & 21
E1.14	ROOF PLAN - BAKERY & OFFICES
E1.15	ROOF PLAN - WARD 24 & SCHOOL AREA
E1.16	ROOF PLAN - WARDS 22 & 23
E1.17	ROOF PLAN - OFFICES & WARDS 25 & 26
E1.18	ROOF PLAN - ADMISSIONS, OFFICES, & REHABILITATION THERAPY
E1.19	ROOF PLAN - REHABILITATION THERAPY UNIT
E1.20	ROOF PLAN - WARDS 27 & 28
E1.21	ROOF PLAN - MAINTENANCE SHOP
E1.22	ROOF PLAN - GARAGE & MAINTENANCE SHOP

E2.1 ELECTRICAL DETAILS
SHEETS 54

**TOTAL QUANTITY OF SHEETS = 425 FOR SFM PERMIT #22-S-3319 FOR MAIN FACILITY
OSFM #19-40-11-0001-00001**

PERMIT #22-S-4869 – FIREHOUSE

Sheet Number	Description
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A0	COVER SHEET
CG1-R	CALGREEN MANDATORY MEASURES CHECKLIST
CG2-R	CALGREEN MANDATORY MEASURES CHECKLIST
AS1	REFERENCE SITE PLAN
<u>SHEETS</u>	<u>4</u>

ARCHITECTURAL

AD1.0	OVERALL DEMO ROOF PLAN
AD1.23	DEMO ROOF PLAN - STEAM PLANT
A1.0	OVERALL ROOF PLAN
A1.23	ROOF PLAN - STEAM PLANT
A2.0	DETAILS
A2.1	DETAILS
A2.2	DETAILS
A2.3	DETAILS
A2.4	DETAILS
A2.5	DETAILS
A2.6	DETAILS
A2.7	FIRE ASSEMBLY LISTINGS
<u>SHEETS</u>	<u>12</u>

MECHANICAL

M1.23	ENLARGED DEMO MECH ROOF PLAN MAINTENANCE SHOP
M2.23	NEW ROOF PLAN MAINTENANCE SHOPS
<u>SHEETS</u>	<u>2</u>

**TOTAL QUANTITY OF SHEETS = 18 FOR SFM PERMIT #22-S-4869 FOR FIREHOUSE
OSFM #19-40-61-0001-00041**

PERMIT #22-S-4870 – STEAM PLANT

Sheet Number	Description
A0	COVER SHEET
CG1-R	CALGREEN MANDATORY MEASURES CHECKLIST
CG2-R	CALGREEN MANDATORY MEASURES CHECKLIST
AS1	REFERENCE SITE PLAN
SHEETS	4

ARCHITECTURAL

AD1.0	OVERALL DEMO ROOF PLAN
AD1.24	DEMO ROOF PLAN - STEAM PLANT
A1.0	OVERALL ROOF PLAN
A1.24	ROOF PLAN - STEAM PLANT
A2.0	DETAILS
A2.1	DETAILS
A2.2	DETAILS
A2.3	DETAILS
A2.4	DETAILS
A2.5	DETAILS
A2.6	DETAILS
A2.7	FIRE ASSEMBLY LISTINGS
SHEETS	12

**TOTAL QUANTITY OF SHEETS = 16 FOR SFM PERMIT #22-S-4870 FOR STEAM PLANT
OSFM #19-40-27-0001-00032**

PERMIT #22-S-4872 – ELECTRICAL UPGRADE

Sheet
Number

Description

A0	COVER SHEET
CG1-E	CALGREEN MANDATORY MEASURES CHECKLIST
CG2-E	CALGREEN MANDATORY MEASURES CHECKLIST
AS1	REFERENCE SITE PLAN
ADE1	ELECTRICAL UPGRADE SITE DEMOLITION PLAN
ASE1	ELECTRICAL UPGRADE SITE PLAN
ASE2	ELECTRICAL UPGRADE ENLARGED SITE PLANS
SHEETS	7

CIVIL TOPO SURVEY

VU-1.0	TITLE SHEET
VU-1.1	SHEET 2
VU-1.2	SHEET 3
VU-1.3	SHEET 4
VU-1.4	SHEET 5
VU-1.5	SHEET 6
VU-1.6	SHEET 7
SHEETS	7

ELECTRICAL UPGRADE

C-1.1	COVER SHEET
C-1.2	NOTES SHEET
C-1.3	PROJECT CONTROL PLAN
C-2.1	OVERALL GRADING PLAN
C-2.2	GRADING PLAN
C-2.3	GRADING PLAN
C-3.1	UTILITY PLAN
C-4.1	CONSTRUCTION DETAILS
C-4.2	CONSTRUCTION DETAILS

AE1	SWITCHGEAR BUILDING PLANS
AE2	SWITCHGEAR BUILDING SECTION & ELEVATIONS
AE3	SWITCHGEAR BUILDING DETAILS

SE0.00	GENERAL NOTES
SE0.01	STRUCTURAL SPECIAL INSPECTIONS & TESTING
SE0.02	STRUCTURAL SPECIAL INSPECTIONS & TESTING
SE1.01	SWITCHGEAR BUILDING PLANS
SE3.00	SWITCHGEAR BUILDING SECTIONS
SE4.00	ELEVATIONS
SE5.01	SWITCHGEAR BUILDING SECTIONS & DETAILS
SE5.02	TYPICAL CMU DETAILS
SE5.03	TYPICAL STEEL DETAILS
SE5.04	EQUIPMENT ANCHORAGE DETAILS

MPE0.1	MECHANICAL PLUMBING LEGENDS, NOTES & SCHEDULES
MPE1	MECHANICAL PLUMBING GENERATOR YARD FLOOR PLAN
MPE2	MECHANICAL PLUMBING PIPING P&ID & SCHEMATICS
MPE3	MECHANICAL PLUMBING DETAILS

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E1.11	ROOF PLAN - LAUNDRY & AUDITORIUM
EE0.0	ELECTRICAL COVER SHEET
EE1.0	ELECTRICAL SITE PLAN
EE5.1	SINGLE LINE DIAGRAM
EE5.2	SCHEDULES
EE5.3	PANEL SCHEDULES
EE6.1	ELECTRICAL ENLARGED SITE PLAN
EE6.2	ELECTRICAL ENLARGED PLANS
EE9.1	ELECTRICAL DETAILS
EE9.2	ELECTRICAL DETAILS
EE9.3	ELECTRICAL DETAILS
EE9.4	GENERATOR DETAILS
EE9.5	FUEL TANK DETAILS
EE9.6	12KV & 5KV DISTRIBUTION SWITCHGEAR DETAILS
<u>EE9.7</u>	<u>DETAILS</u>
SHEETS	41

**TOTAL QUANTITY OF SHEETS = 55 FOR SFM PERMIT #22-S-4872 FOR ELECTRICAL
UPGRADE OSFM #19-40-27-0001-00032**

END OF DOCUMENT

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

DOCUMENT 00 11 00

INVITATION FOR BIDS

This project is being bid informally to select prime Contractors in accordance with Public Contract Code §10122(d). Bid forms will be provided to bidders via email.

SEALED BIDS: DGS will receive sealed bids at 707 Third Street, West Sacramento, California 95605, **before 2:00 P.M., March 20, 2025. Bids received after this date/time will not be considered received on time.**

A public bid opening will be held on **March 21, 2025 at 10:00 A.M.** at 707 Third Street, West Sacramento, CA 95605. Bidders may attend virtually or in person. Bidders attending the bid opening in-person will need to meet and sign in at the security guard station in the lobby at the mailing address below. At the public bid opening, all bids received before **2:00 P.M., March 20, 2025** will be opened and recorded onto a Preliminary Bid Tabulation. Bidders do not need to attend the bid opening as the Preliminary Bid Tabulation will be made available immediately after the bid opening is completed and it will be emailed to invited bidders.

The bid opening may be attended virtually via the following link:

Teams meeting link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGVIMzU1NWUtMWI1NS00ODM3LThiNjktZTI2YjA1OThkMWU0%40thread.v2/0?context=%7b%22Tid%22%3a%22ea45f7b1-07d7-49a8-b8f5-37136ec9382d%22%2c%22Oid%22%3a%223b64f837-4256-46bc-9349-e8174cd968a7%22%7d
Teams meeting ID: 273 361 197 670
Teams Passcode: zT6zV29w

HAND DELIVERED BIDS: Shall be placed in the DGS/OBAS Bid/Proposal Drop Box located in the lobby at 707 3rd Street in West Sacramento. The Drop Box will be opened at 2:00 p.m. Tuesday through Thursday and bids/proposals in the box will be certified as being received before 2:00 p.m. that day.

If mailing bids, ensure the outside of the mailing reads:

ATTENTION: HECTOR CAVAZOS
DSH-ATASCADERO RE-ROOF, HVAC REPLACEMENT & ELECTRICAL UPGRADES
DEPARTMENT OF STATE HOSPITALS
ATASCADERO, SAN LUIS OBISPO COUNTY, CALIFORNIA
DO NOT OPEN
DEPARTMENT OF GENERAL SERVICES
OFFICE OF BUSINESS AND ACQUISITION SERVICES
707 3RD STREET, MS 508, WEST SACRAMENTO, CA 95605

The bids shall include all Work pursuant to the Drawings and Project Manual, and Addenda as may be issued prior to bid opening date.

Scope of Work: Major components of Project Work consist of new PG&E electrical service connection including transformer, switchgears, back-up generator, diesel fuel storage, phased demolition of roof and mechanical equipment, phased installation of new specified roof materials, and related work.

INVITATION FOR BIDS

RESDMSTR: 08/01/2024

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License: Contractors' State License Classification required to bid Project is **B**

Certificate of Reported Compliance (CRC) – Fleet Vehicles: As a condition of Contract award, prior to Contract execution, Contractor shall submit copies of the valid CRCs for any fleet retained by the Contractor or any listed Subcontractor, for which any vehicles subject to the California Air Resources Board In-Use Off-Road Diesel Fueled Fleet Regulations, Section 2449(i), Title 12, California Code of Regulations, are used in the completion of the work included in the Contract.

More information on the In-Use Off-Road Diesel-Fueled Fleets Regulation can be found at the following link: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

Generative Artificial Intelligence (GenAI) Reporting: The State of California seeks to realize the potential benefits of GenAI through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Bidders must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Reporting and Factsheet (STD 1000) to be completed by the Bidder. Failure to disclose GenAI to the State and submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure. Upon receipt of a Bidder GenAI Reporting and Factsheet (STD 1000), the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet (STD 1000) can be viewed and downloaded at the following internet site: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

Completed form GenAI Reporting and Factsheet (STD 1000) must be included in the bid submission, as part of Project Manual Document 00 41 00 "Bid Form". If the GenAI Disclosure & Factsheet is not submitted by the bidder, the bid shall be deemed nonresponsive.

Availability of Funds: Award of this contract is subject to the availability of funds through the State's normal budget process and/or transfer of funds to the Department of General Services through the Architecture Revolving Fund.

Pre-bid Site Inspection: Bids will only be accepted from those Contractors having attended the **MANDATORY** pre-bid site inspection tour on **February 5th, 2025, at 9:00 A.M.**, at which time representatives of the State and prospective bidders shall meet at DSH-Atascadero, Administrative Visitors Entrance, located at 13333 El Camino Real, Atascadero, CA. The State's requirements for Disabled Veteran Business Enterprise (DVBE) participation and other Contract requirements will be presented. Prime Contractors are encouraged to have their Key Administrator and DVBE office coordinator attend to receive this information and to have their questions answered. **Attendance for the entire inspection is required in order for bidders to be eligible to submit a bid.**

Security Clearance: Bidders' attention is directed to the deadline to contact Matt Davidson, Project Director II, at (916) 708-0576 or Matt.Davidson@dgs.ca.gov **no later than 3:00 P.M, January 30th, 2025**; and provide (1) full name, (2) telephone number, (3) Identification Number or California Driver's License Number and expiration year, and (4) date of birth; for security clearance to enter institution. Khaki color clothing will not be allowed. See Section 01 35 54, Hospital Project Procedures, for additional requirements.

Executive Order N-6-22: The Bidder must be advised of Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's

actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid, Bidder represents that it is not a target of Economic Sanctions. Should the State determine Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder's bid any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Bid: Submit Bid on a Lump Sum basis with Allowances as set forth in Bid Forms.

DVBE: Participation in Disabled Veterans Business Enterprises (DVBE) program **may** be required for this project. Refer to Project Manual Document 00 21 00, Project Manual Document 00 22 10 and Bid Forms for requirements. Bidders are advised to commence the required DVBE procedures immediately upon receipt of drawings and project manual.

Bonds: Successful bidder shall furnish payment and performance bonds, each in the amount of 100 percent of the Contract price.

Non-Discrimination Program (Gov. Code, Section 12990): Refer to Project Manual Document 00 72 00, General Conditions of the Contract for Construction.

Labor Code: Pursuant to Labor Code, Section 1774, the Contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified general prevailing rates of per diem to all workers employed in the execution of the contract. Pursuant to Labor Code, Section 1770 et seq., the Department of Industrial Relations (DIR) has ascertained general prevailing rate of per diem wages in the locality in which the work is to be performed. Copies of the general prevailing rate of per diem wages are available from the Department of Industrial Relations, Labor Statistics & Research Division, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4780; or general prevailing rate of per diem may be accessed on the internet at Department of Industrial Relations website (<https://www.dir.ca.gov>) for the August 2024 published general prevailing rate of per diem wages for this contract. Copies of the general prevailing rate of per diem wages are on file at DGS' principal office, which shall be made available to any interested party on request. Note that when the general prevailing rate of per diem 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 this contract for submittal of bid. The Contractor is responsible to comply with the Labor Code Sections and general prevailing rate of per diem determinations, including all the guidelines and the fine print in the general prevailing rate of per diem determinations. Refer to Project Manual Document 00 72 00, General Conditions of the Contract for Construction.

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 as applicable and cooperation with on-site monitoring by DIR personnel. Refer to Labor Code 1771.4 et seq. and the General Conditions of the Contract for Construction, Document 00 72 00, Article 3.3.3 for more information.

END OF DOCUMENT

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

DOCUMENT 00 21 00

INSTRUCTIONS TO BIDDERS

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May 2024 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 exceeds 3% the DVBE Mandatory participation Requirement, in an attempt to displace the apparent low bidder.

The DVBE Incentive is as follows:

Confirmed DVBE Participation	Incentive
7% and above	5%
6% to 6.99%	4%
5% to 5.99%	3%
4% to 4.99%	2%
3.01% to 3.99%	1%
0% -3%	No incentive – minimum 3% participation required

- .4 The percentage of DVBE Incentive will not exceed 5% and will not exceed \$500,000.00.
- .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.

19. CERTIFICATE OF REPORTED COMPLIANCE – FLEET VEHICLES

- 19.1 For any project using vehicles subject to the California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation, Section 2449(i), Title 12, California Code of Regulations, prior to the execution of a contract, Contractor shall be required to submit copies of the valid Certificates of Reported Compliance (CRC), issued by the California Air Resources Board. CRCs shall be provided for any fleet used by the Contractor or any listed Subcontractors.
- 19.2 CRCs are required for any contract involving the operation of self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles owned and operated in California, including vehicles that are rented or leased.
- 19.3 Certificates of Reported Compliance must be retained by the Contractor for three years after the completion of the project.
- 19.4 If no vehicles subject to the California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation shall be used on a project by the Contractor or any Subcontractor, Contractor shall provide a certification that no vehicles subject to these regulations will be used on the project.

20. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) REPORTING

- 20.1 Bidders must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.
- 20.2 The State has developed a GenAI Reporting and Factsheet (STD 1000) to be completed by the Bidder. Failure to report GenAI to the State will result in disqualification of the Bidder. Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
- 20.3 Upon receipt of a Bidder GenAI Reporting and Factsheet (STD 1000), the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.
- 20.4 Bidder must complete the GenAI Reporting and Factsheet (STD 1000), which is included as part of the Document 00 41 00, Bid Form. The form can also be viewed and downloaded at the following internet site:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>
- 20.5 Completed STD 1000 must be included in the bid submission. If the GenAI Reporting and Factsheet (STD 1000) is not submitted by the bidder, the bid shall be deemed nonresponsive.

END OF DOCUMENT

REQUEST FOR BIDDING INTERPRETATION (RFBI)

(Email no later than March 12th, 2025, 5:00 p.m.)

To: **Matt Davidson, Project Director**
Project Management and Development Branch
Real Estate Services Division
Phone: 916-708-0576

Email: Matt.Davidson@dgs.ca.gov

PMDB RFBI No.: _____
Requestor RFBI No.: _____
Request Date: _____
From (Bidder): _____

Contact: _____
Phone: _____
Fax: _____
Email: _____

All RFBI's 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.: DGS000000142452
Project Name: DSH-Atascadero Re-Roof, HVAC Replacement & Electrical Upgrades
Location: 10333 El Camino Real, Atascadero, CA

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. 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.

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 required for this contract. Mandatory participation has been set at 3%. 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 exceeding 3% 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)

DELIVER TO: Office of Business and Acquisition Services
707 Third Street
West Sacramento, CA 95605

BEFORE 2:00 P.M., March 20, 2025

FOR: DSH-ATASCADERO RE-ROOF, HVAC REPLACEMENT & ELECTRICAL UPGRADES
DEPARTMENT OF STATE HOSPITALS
ATASCADERO, SAN LUIS OBISPO COUNTY, CALIFORNIA
DGS000000142452

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 09/29/2023 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 August 2024 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 work associated with the 12KV feeder extension outlined on note 2 EE6.1, the 12KV switch gear and associated civil work shown on detail 3B/ASE2, detail B/C-2.3 of the Electrical Upgrade Permit:	\$ _____
2.	Performing all other work on the Main Permit, the Fire House Permit, the Steam Plant Permit and the Electrical Upgrade Permit not included in Work Item 1 above, for the lump sum of:	\$ _____
3.	Allowance(s) as specified in Section 01 21 00, not included in Work Items 1 or 2 above for the sum of:	\$ <u>270,000</u>
COMPLETE WORK: Total of Work Items 1, 2 and 3 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

2.1 Small Business Preference - By checking "yes" below, Bidder requests preference as a "Small Business" and further certifies under penalty of perjury, that the firm still meets the requirements of Section 1896 et. seq. Title 2, of the California Code of Regulations, and has either: 1) been approved by the Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) or; 2) submitted a complete application pursuant to Section 1896.14 to the OSDS by 5:00 p.m. on the bid opening date.

The Legal Name of Bidder and the Bidder's OSDS Certification must be executed in the same name-style in which bidder is licensed. A Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in same form and style in which the bid is executed.

Special attention is directed to Section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

2.1.1 Small Business Preference Claimed? ☐ **Yes** _____ ☐ **No**
(List date filed if not yet certified)

2.2 Non-Small Business Subcontractor Preference - By checking "yes" below Bidder requests preference as a Non-Small Business and agrees to complete and submit Document 00 43 16-2 attached hereto, no later than forty-eight (48) hours after the time of receipt of bids (or the following business day if a weekend or state holiday). Special attention is directed to Section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

2.2.1 Non-Small Business Subcontractor Preference Claimed? ☐ **Yes** ☐ **No**

2.3 Disabled Veteran Business Enterprise Bid Incentive - By checking "yes" below, Bidder certifies and claims credit for achieving 1% or greater of DVBE Participation on this bid as is shown in Article 9 of this bid form and also requests that the corresponding DVBE Incentive be applied to this bid.

2.3.1 DVBE Incentive Claimed? ☐ **Yes** ☐ **No**

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

BID FORM

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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

9.1 In accordance with Public Contract Code Section 10115, et seq., the Department of General Services has established criteria to implement the DVBE Program Goal as set forth in Document 00 22 10 of the Project Manual. Document 00 22 10, DVBE PARTICIPATION PROGRAM REQUIREMENTS cites the specific percentage of DVBE Participation required for this contract. **Failure to meet this requirement will result in a non-responsive bid.**

If DVBE Participation is a requirement for this bid, Bidder must complete Article 9.2.1 - DVBE PARTICIPATION SUMMARY. Failure to meet the full percentage of required DVBE participation will cause the bid to be deemed non-responsive and the bid will be rejected by the State. Listed DVBE vendor or subcontractor relationships should be first tier.

Any DVBE person, firm, corporation or organization committed by the bidder to fulfill DVBE Participation must: 1) be certified with the OSDS, and; 2) perform or provide a Commercially Useful Function as defined in Military and Veterans Code Section 999. Failure to comply with these requirements will deem the bid non-responsive and the bid will be rejected by the State.

If DVBE participation is set at zero percent, Bidder may still claim DVBE Incentive for voluntary DVBE Participation of 1% or greater. To have DVBE Incentive applied to this bid, Bidder must claim the Incentive in ARTICLE 2.3 - PREFERENCES & INCENTIVES and complete ARTICLE 9.2 - DVBE PARTICIPATION SUMMARY of the Bid Form.

If any DVBE subcontractor will be performing work in excess of 1/2 of 1% of the bid amount, the subcontractor **MUST** be listed under ARTICLE 9.2.1 - DVBE PARTICIPATION SUMMARY **AND** ARTICLE 10 - LIST OF SUBCONTRACTORS in accordance with Public Contract Code Section 4100, et.seq.

9.2 DVBE PARTICIPATION SUMMARY

NAME OF BIDDER: _____

Completion Instructions: Capture all required and non-required first tier DVBE Participation in the space below. Identify the proposed work (services, trade or materials) to be completed by the DVBE. List the Company name, contact information, OSDS Certification Number, and the DIR Registration Number. If the Bidder is a DVBE, list only the Bidder's information as 100%; do not list additional subcontractors. Indicate the dollar amount of the work to be performed by each DVBE company and the corresponding percentage of this bid price rounded to two decimals. Add up each Dollar Amount and identify the total on the bottom row marked, TOTAL DVBE PARTICIPATION. Calculate and list the percentage of the bid price this amount represents.

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).

9.2.1 Listed hereinafter is the certified DVBE company(s) proposed to perform work if the contract is awarded to Bidder:

TYPE OF WORK PERFORMED (Service, Trade or Materials)	NAME OF DVBE COMPANY, CONTACT PERSON AND PHONE NUMBER	OSDS CERTIFICATION NUMBER	DIR REGISTRATION NUMBER	DOLLAR AMOUNT OF WORK PERFORMED	PERCENTAGE OF BID PRICE
TOTAL DVBE PARTICIPATION:					

DETERMINATION OF TOTAL DVBE PARTICIPATION: Determination of total DVBE participation will be on the basis of total sum of all listed DVBE above and as verified by the State. When there is a discrepancy between the Dollar Amount and the Percentage of Bid, the higher of the two will prevail.

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 ½ of 1% of the bid amount **MUST** be listed below **AND** under ARTICLE 9.2.1 - DVBE PARTICIPATION SUMMARY.
- C-16 or C-57 subcontractors must contract directly with the prime contractor, and must be first tier subcontractors. If a C-16 or C-57 subcontract is for more than 1/2 of 1% of the total bid, it must be listed below.

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

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Offer Information

Solicitation Number	Bidder ID/Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, "system")? ☐ Yes ☐ No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system"). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature

Date

2 of 4

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. Model Name, Version & Number of Parameters:

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

2. Model Owner

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

3. Overview:

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

4. Purpose:

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

5. Intended Domain:

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

6. Training Data:

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

7. Model Information:

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

8. Inputs and Outputs:

- Definition:
 - Inputs: The data or features provided to the model for prediction (e.g., images, text).
 - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

9. Performance Metrics:

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.

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

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

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.

DOCUMENT 00 43 16-1

LIST OF CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S)

COMPLETION INSTRUCTIONS
PLEASE READ THESE INSTRUCTION CAREFULLY

IN ORDER TO GRANT A FIVE PERCENT (5%) NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE TO A NON-SMALL BUSINESS, THE BIDDER MUST COMPLETE THE CERTIFIED SMALL BUSINESS SUBCONTRACTOR SUMMARY (CSBSS) FORM 00 43 16-2. THIS FORM **MUST** BE COMPLETED BY THE NON-SMALL BUSINESS BIDDER AND RETURNED TO THE AWARDING AGENCY NO LATER THAN FORTY-EIGHT (48) HOURS AFTER THE TIME OF RECEIPT OF BIDS. IF THE BIDDER FAILS TO RETURN THE COMPLETED FORM 00 43 16-2 WITHIN 48 HOURS, THE CLAIM FOR SMALL BUSINESS PREFERENCE WILL BE DENIED.

CSBS COMPANY NAME – list the name(s) of the certified small business subcontractor(s) to be used to complete this project.

CSBS COMPANY ADDRESS – list the address(es) of the certified small business subcontractor(s) to be used to complete this project.

CSBS COMPANY TELEPHONE NUMBER – list the telephone number(s) of the certified small business subcontractor(s) to be used to complete this project.

CSBS PERCENTAGE (%) OR DOLLAR (\$) AMOUNT – list the percentage(s) or dollar amount(s) that will be given to the certified small business subcontractor(s) used to complete this project.

DESCRIPTION OF WORK – identify the proposed work including services or materials to be performed by the certified small business subcontractor(s) to complete this project.

TO OBTAIN THE 5% NON-CERTIFIED SMALL BUSINESS PREFERENCE, THE LISTED SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FIRM(S) MUST BE FORMALLY CERTIFIED BY THE OFFICE OF SMALL BUSINESS AND DVBE CERTIFICATION (OSDC) AS A SMALL AND/OR MICROBUSINESS. (Prime contractors should ask Subcontractor/Supplier to provide them with a copy of their OSDC certification letter)

CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

BIDDER NAME _____

PROJECT NUMBER _____

STATE OF CALIFORNIA
CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

Form date 09/28/2004

Listed hereinafter is the **name of business, address, telephone number, dollar amount or percentage** of all certified subcontractors who will be employed, and the **description of the work** which each will perform if the contract is awarded to this bidder.

Failure to list name of business, address, telephone number, description of work to be performed and dollar amount or percentage of work for each subcontractor may be cause for denial of the non-small business subcontractor preference.

(If further space is required for the List of Proposed Subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Bid).

CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Name of Business)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Address)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Telephone Number)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (\$ or % Amount)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Description of Work) (Service or Materials)

CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

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

(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 signer may differ from the tax liable party in this situation if the signer 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

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.

Name of Surety and Address for Service (SEAL)

By _____
Attorney-in-Fact Signature

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 OF ATTORNEY IN FACT)

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: **DGS000000142452**
 Activity ID: **CN**
 Resource Type: **CONTR**
 Category: **10000**

Revision No.: _____
 Date Revised: _____

To: (Contractor's Name:) _____
 (Contractor's Address:) _____
 (Contractor's City/State/Zip:) _____

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

CHANGE ORDER

RESDMSTR: 5/3/2017

00 63 63 – 1

DGS000000142452



Document 00 72 00

General Conditions of the Contract for Construction

October 2011 Edition

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13.9 Air or Water Pollution Violation	
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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, APSI Construction Management, is 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 2 – ADMINISTRATION OF THE CONTRACT

Paragraph 2.6, RUSSIAN SANCTION ORDERS

Add the following Subparagraph 2.6

2.6 On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Paragraph 2.7. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) REPORTING

2.7 During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents

an unacceptable level of risk to the State.

3. 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.

4. 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.

5. 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:

ONE THOUSAND TWO HUNDRED AND TWENTY (1,220)

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 \$5,500 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 \$5,500 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.

6. 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.

7. 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 \$10,000,000 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 to be determined on the certificate of insurance following project enrollment 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

SECTION 01 11 00

SUMMARY

PART 1 GENERAL

1.01 WORK INCLUDED

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

DSH-Atascadero Re-Roof, HVAC Replacement & Electrical Upgrades

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 10333 El Camino Real, Atascadero, CA 93422

1.04 SPECIFICATIONS

- A. The Specifications are those bound in the Project Manual Books 1, 2, and 3, 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 10 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: 4 sets
 3. Project Manuals: 4 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 five (5) days 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 the time constraints identified in the General Notes section on the contract drawings title pages. 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; 8:00 am to 4:30 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. Drawings identify areas for staging and laydown.

1.12 EXCAVATIONS OR TRENCHING FOR UNDERGROUND UTILITIES

- A. Time intervals between excavation or trenching and installation of conduit or piping or other work concerned, and backfilling operations shall be kept to absolute minimum.
- B. Excavations or trenching crossing roadways, walks, or other trafficways shall be provided with traffic bearing steel plate or wood planking temporary covers; as most suitable.
- C. Contractor shall conduct operations on the basis that underground installations exist which are not indicated on the Contract Drawings. Refer to the following Article 1.14 for additional requirements.

1.13 DE-WATERING EXCAVATIONS

- A. Divert water from excavations. Do not use footing excavations for drainage trenches. Remove water from excavations by pumping.

- B. Provide pumps, well points, piping, and hoses or a combination of these, as may be required, to keep excavations dry and to carry the water off the site.
- C. Continue de-watering operations until concrete and backfill are placed.
- D. No debris, soil, silt, sand, rubbish, oil, cement washing, etc., shall be allowed to enter into or placed so that it may be washed by rainfall or runoff into storm drains or surface drains to cause damage to or have deleterious effect upon the drainage system, or to fish or wildlife at the site, adjacent areas, or streams to which the drainage system is a tributary.

1.14 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.

1.15 HAZARDOUS MATERIALS ANTICIPATED ON-SITE

- A. Lead Paint: Lead-containing has been identified as outlined in Appendix Lead Report. 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 Appendix Asbestos Report. 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.
- C. Polychlorinated Biphenyls (PCB): It is anticipated that PCB containing ballasts will be removed as part of the demolition phase of the Project. Contractor shall be fully and solely responsible to take necessary precautions to protect workers and others against exposure during demolition. Contractor shall legally remove and dispose of hazardous wastes at Contractor's expense.

1.16 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.

1.17 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 Total Value at 30" Height of Tree		Tree Diameter Total Value at 30" Height of Tree	
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.

1.18 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.

1.20 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 the lump sum of \$50,000 for re-routing coaxial cable on the roof.
- B. Allow the lump sum of \$20,000 for IT equipment.
- C. Allow \$90,000 for off-hours premium time only, as directed by the State, for which the State will cover the premium time beyond the standard time of the scope work.
- D. Allow the lump sum of \$10,000 for State office supplies, IT equipment and safety equipment.
- E. Allow the lump sum of \$100,000 for the abatement of any hazardous materials that are uncovered during the course of construction.

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 LOCATIONS, ELEVATIONS, AND LAYOUT OF WORK

- A. Property lines, location ties, and elevations of components of the Project to be built under this Contract are shown on the Drawings. Grade elevations shown for various parts of the Work are taken from a bench mark shown on the Drawings, or if not shown, will be designated by the State. In case of conflict therein, notify the State in writing before starting work.
- B. Contractor shall lay out the Work and furnish surveys required for alignment and elevations of the Work, and shall pay all costs therefor. Contractor shall furnish necessary lines, levels, locations, measurements and markers for all on the Work and be responsible for their accuracy.
- C. On building structures, Contractor shall lay out on forms, walls, floors, and columns, the exact location of partitions and support structures as guide to all trades.

1.03 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 Plant Operations Conference Room.
- C. Project Construction Phases: Work of this Contract shall be executed in 22 phases.

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 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 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 4 copies 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 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 and 3 copies 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 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 54: Hospital 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.

1.05 SUBMITTALS

- A. Upload digital files to Procore within 10 calendar days after exposing 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. 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.

SUBMITTAL PROCEDURES

G. Test Reports: Pertinent Specification Sections.

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 consist of first generation electronic files in Portable Document Format (.pdf) on CD, DVD, or flash drive, 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. Submittals will be delivered, reviewed and distributed electronically in .pdf file format.

2.04 PRODUCT DATA/MATERIAL LISTS

- A. Submittals shall be first generation electronic files in Portable Document Format (.pdf) delivered electronically.
- B. 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.
- C. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:

SUBMITTAL PROCEDURES

1. All files shall consist of first generation searchable electronic .pdf files. Each file shall be bookmarked with specific pertinent information flagged and noted. Files will not be accepted for review if they contain scanned, "screen printed", or information that is not visually clear and searchable.
 2. Clearly mark each product to identify pertinent materials, products, or models.
 3. Show dimensions and clearances required.
 4. Show performance characteristics and capacities.
 5. Show wiring diagrams and controls.
 6. Include calculations when applicable.
 7. Remove pages for the .pdf file for products that do not pertain to this project.
- D. 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:
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

SUBMITTAL PROCEDURES

- 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 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.
- 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 – ie mechanical and electrical equipment, roofing/insulation materials: 14 calendar days.
 - 2. PG&E interface items for commitment drawing requirements: 14 calendar days.
 - 3. Deferred Approval submittals, for review and approval by SFM: 60 calendar days.
 - 4. Electrical, mechanical, and plumbing items, other than those covered by C.1. above: 60 calendar days.
 - 5. All other items: 60 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.

SUBMITTAL PROCEDURES

- 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. Submittals shall be submitted, reviewed, and distributed electronically in electronic format. The following list shall each be submitted separately in Portable Document Format (.pdf) of first generation direct program output unless noted otherwise.
1. Progress Schedule, including Schedule of Values
 2. Certification
 3. Shop Drawings
 4. Product Data/Material Lists
 5. Samples: As specifically indicated in pertinent Specification Section. Submit product data electronically and physical samples to project site.
 6. Samples for Color/Pattern Selection. One physical 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
- 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 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.

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. The Hospital is to remain functional 24 hours a day, 7 days a week, year-round. See the contract documents for coordination with the Hospital for implementation of the work and allowable parameters for shut downs, cutovers and temporary services.

1.10 NOISE

- A. Noisy motors, cutting, drilling, and fastening equipment shall be operated without disturbance to occupants of the building or adjacent buildings. Coordinate noisy activities with the Facility for planning of patient care.

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.

B. Those seeking clearance to work at the Atascadero State Hospital (ASH) must take the following steps per that facilities' internal procedure.

1. Provide the State's representative the following information:

- a. Last Name, First Name, Middle Initial
- b. Male, Female, or Non-Binary
- c. Personal Phone Number with Area Code
- d. Home Address, State, Zip Code
- e. Driver's License or Passport Number and Expiration Date
- f. Emergency Contact Information
 - i. Full Name
 - ii. Relationship
 - iii. Personal Phone Number with Area Code
 - iv. Home Address, State, Zip Code
- g. Company They Are Representing, Supervisor's Name, and Supervisor's Telephone Number with Area Code

2. A Representative at the ASH will use the above information to complete the Department of State Hospitals - Atascadero, Department of Police Services, Application for Badge (AT 2380 DPS), and submit to that Department's Employment Office.

3. A Representative at the ASH will provide a Request for Live Scan Service (State of California, BCIA 8016 form) to those seeking clearance. This form must be completed, and provided to a Live Scan provider.

4. Those seeking clearance must have fingerprints taken by a [Live Scan Location](#) approved by the California Department of Justice (DOJ). State and Federal Fees will apply, and vary by location.

5. After findings are submitted to the ASH, a Representative at that facility will notify if access is approved or denied.

6. If an individual is approved, it will need to be communicated to ASH the first date that individual is expected to be on site. An ASH Representative will facilitate an appointment for that individual to have their photo taken at the Employment Office, for their green badge.

- a. That individual's security clearance will be continuously monitored by the DOJ for the duration of their participation in the project at ASH.

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. Not Used.

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 29

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The State will employ and pay for services of an independent testing laboratory to perform specified testing for CCR Title 24.
 - 1. Contractor shall cooperate with laboratory to facilitate execution of its required services.
 - 2. Employment of laboratory shall in no way relieve Contractor's obligations to perform work of the Contract.
- B. Contractor shall employ and pay for services for testing, adjusting, and balancing of systems specified under Section 01 86 19.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction, Paragraph 3.13, Tests and Inspections: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.
- B. Section 01 86 19: Testing, Adjusting and Balancing Procedures.
- C. Individual Sections: Certification of products, Qualifications of testing, organizations and specific services required.

1.03 REQUIRED TESTS AND INSPECTIONS

- A. By the State, CCR Title 24 Tests and Inspections: Except as noted otherwise, these tests and inspections shall be performed by State's testing laboratory in conformance with State of California Code of Regulations (CCR), Title 24 as noted herein.
 - 1. Earthwork (Chapter 18, Title 24)
 - a. Earth Fill compaction.
 - b. Inspection of footing excavations.
 - c. Placing of backfill.
 - 2. Concrete (Chapter 19, Title 24)
 - a. Materials:
 - (1) Portland Cement Tests.
 - (2) Concrete Aggregates.
 - (3) Reinforcing Bars.
 - (4) Batch Plant Inspection.
 - (5) Core tests, if necessary.
 - (6) Admixtures.
 - b. Concrete Quality:
 - (1) Proportions of Concrete.
 - (2) Strength Tests of Concrete.

- c. Concrete Inspection:
 - (1) Job Site Inspection.
 - (2) Batch Plant or Weighmaster Inspection.
 - (3) Curing.
 - (4) Construction Joints.
- 3. Masonry (Chapter 21, Title 24)
 - a. Materials:
 - (1) Masonry Units.
 - (2) Portland Cement.
 - (3) Mortar and Grout Aggregates.
 - b. Masonry Quality:
 - (1) Portland Cement.
 - (2) Mortar and Grout.
 - (3) Masonry Cores.
 - c. Masonry Inspection:
 - (1) Reinforced Masonry.
- 4. Structural Steel (Chapter 22, Title 24)
 - a. Materials:
 - (1) Material Identification.
 - (2) Structural Steel.
 - b. Tests and Inspection of Structural Steel:
 - (1) Tests of Structural and Cold Formed Steel.
 - (2) Shop Fabrication Inspection.
 - (3) Welding Inspection.
 - (4) Welding of Reinforcing Bars.
- B. By the Contractor, Testing, Adjusting, and Balancing of Systems: These services shall be provided by approved testing organization in conformance with requirements for services specified in individual sections pertaining to each system.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to work and to manufacturer's operations.
- B. Provide to laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to laboratory preliminary design mix proposed to be used for concrete, and other material mixes which require control by testing laboratory.
- D. Furnish copies of products test reports as required.

E. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at Project site or at source of product to be tested.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.

F. Notify State's Inspector 48 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse the State for laboratory personnel and travel expenses incurred due to Contractor's negligence.

G. When additional testing services are needed for Contractor's convenience, employ and pay for services of separate, equally qualified independent testing laboratory; or make arrangements with State's laboratory and pay for additional samples and tests required for Contractor's convenience.

H. The State or its representative shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the State. If Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the State may correct same and charge the expense to Contractor.

I. Should it be considered necessary or advisable by the State at any time before Acceptance of the Work to make examination of work already completed by removing or tearing out same, Contractor shall, on request, promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of Contractor or subcontractor, shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet requirements of the Contract, additional cost of labor and material necessarily involved in the examination and replacement will be allowed the Contractor.

END OF SECTION

ASBESTOS & HAZARDOUS MATERIALS ABATEMENT OBSERVATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED SECTIONS

- A. Division 02 41 19: Selective Building Demolition and appendices for 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 02 41 19 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 60 daytime eight (8) hour shifts and a total of 12 after hours (8) hour shifts (straight time) and a total of 12 overtime (8) hour shifts at one and one half (1-1/2) pay rate and 4 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 problem(s); 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

3.03 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).

3.04 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.

3.05 RECORD REPORT

- A. Obtain from State copies of Survey Edit Reports 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 PROJECT LOG

DATE: _____

TIME WORK STARTED: _____

TIME WORK

ENDED: _____

PROJECT: _____

CONTRACTOR'S
SUPERINTENDENT:

SITE: _____

Required Record: Daily comments on the progress of this project. Describe in detail problems and action taken, injuries, equipment breakdown, unusual conditions or situations, inspections, hiring or firing of personnel, extent of work being done, and any other occurrence which may affect the project. This log may be utilized as a legal document.

TIME

COMMENTS

SIGNATURE: _____ **TITLE:** _____

NOTE: On reverse side make a diagram, sketch or schematic (etc.) showing extent of work done.

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?	_____	_____	

WORK PRACTICES

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?	_____	_____	

WORK PRACTICES (CONT.)	YES	NO	COMMENTS
14. Are respirators worn at all times?	_____	_____	
15. Eating, drinking, smoking or gum/tobacco chewing in Work Area?	_____	_____	
16. Are workers using the shower?	_____	_____	
<u>DISPOSAL</u>			
1. Labels on shipping container(s)?	_____	_____	
2. Are bags of debris disposed of properly?	_____	_____	
3. Was debris shipped to a disposal site?	_____	_____	
If yes, amount?	_____		
Manifest Number?	_____		

INVESTIGATOR'S COMMENTS (Use reverse side of page if necessary)

OBSERVER'S SIGNATURE:

NOTE: Should the Observer indicate no response to any of the questions above, he/she is contractually authorized to advise Contractor of the deficiency(ies) and immediately notify the State Construction Supervisor if the Contractor fails to comply.

AIR SAMPLING DATA SHEET

APPENDIX "D"
Section 01 45 33.4

DATE: _____

PROJECT NAME: _____

ABATEMENT CONTRACTOR: _____ SITE _____

SAMPLING FIRM: _____ SAMPLES COLLECTED BY: _____
(please print)

Sample Number	Sample Location	Start Flow Rate (LPM)	End Flow Rate (LPM)	Average Flow Rate (LPM)	Start Time	End Time	Run Time (MINS)	Sample Volume (LITRES)	Lab Result

SIGNATURE: _____ TITLE: _____

SECTION 01 51 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install temporary facilities as hereunder specified, plus other unspecified temporary facilities, including labor, materials, services, utilities, and equipment, as may be required for proper performance of Work, except as otherwise provided. Temporary facilities shall be approved by the State and other authorities having legal jurisdiction. Locate facilities where and as directed, and maintain in safe and sanitary condition at all times until completion of Work.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction.
- B. Section 01 31 00: Project Management and Coordination
- C. Section 01 74 19: Construction Waste Management.
- E. Section 01 74 23: Cleaning
- F. Section 01 77 00: Closeout Procedures.

1.03 FIELD OFFICE

- A. Field Office for State: Not required.
- B. Contractor's Field Office: Contractor may provide field office facilities for Contractor's use as desired. Contractor's field office shall be neat and substantial and all expenses therefor shall be paid by Contractor. See the contract drawings for the designated trailer and staging area.
- C. Telephone Service: The State will provide and pay for telephone service for its own use.
- D. Telephone service required by Contractor shall be provided and paid for by Contractor, if, and as needed in performance of Work.

1.04 CONSTRUCTION EQUIPMENT

- A. Erect, equip, operate, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, rules, and regulations of authorities having jurisdiction.
- B. Provide and maintain scaffolding, staging, runways, and similar equipment, as needed.

1.05 SAFETY PRECAUTIONS

- A. Provide and maintain barricades, fencing, shoring, pedestrian walkways, including attached lights, other lights, and other safety precautions to properly guard against personal injury and property damage as prescribed by authority having jurisdiction. (See also General Conditions, Article 10.).

- B. Wood fences, barricades, walkways, and similar items shall be painted 2 coats; color as directed by the State.
- C. Attention is directed to Safety Orders issued by State of California, Division of Industrial Safety. Contractor shall obtain copies of Safety Orders applicable to type of work to be performed, and shall be governed by requirements thereof in construction operations.
- D. Fully inform each subcontractor and material supplier as to requirements of applicable Safety Orders. (See General Conditions, Article 10.).

1.06 ROADS AND ACCESSWAYS

- A. Entrance to Work Site: Contractor and Contractor's employees and subcontractors shall use certain access roads or entrance ways as indicated on Plans or as directed by State.
- B. Maintain these roads in satisfactory condition during Contract time, and repair damages attributable to Work of this Project at intervals as needed. At completion of Contract, roads and entrance ways shall be left in condition at least equal to that existing at start of Contract, except as may be otherwise required by Contract documents.

1.07 USE OF STATE PROPERTY

- A. On Site Storage and Work Areas: The State will allocate available on site storage and work areas to Contractor, subject to change as may be necessary by job progress, such as site development or other intervening work.
- B. State Property: Except as otherwise shown or specified, Work operations shall be confined to State property and shall not encroach on areas other than those designated or approved for such use by State. (See General Conditions, Paragraph 3.14.).
- C. Ascertain, observe, and comply with rules and regulations in effect at occupied State facilities, including, but not restricted to, parking and traffic regulations, security restrictions, hours of allowable ingress and egress as to main arteries, occupied buildings, and the like.
- D. Protection of Existing Utilities: Protect from damage, existing utility lines not specified to be altered by Work of this Contract; any such features damaged shall be repaired or replaced to condition equal to that existing prior to commencing work of this Contract. (See also General Conditions, Paragraphs 3.1 and 10.1).

1.08 SIGNS

- A. Signs or Advertising: Not permitted, except that Contractor's name may be placed on field office.

1.09 CLEAN UP OF WORK AND DISPOSAL OF TRASH

- A. Attention of Contractor is directed to General Conditions, Paragraph 3.16, and Specification Sections 01 74 23 and 01 77 00. Keep work and storage areas clean and free of rubbish and perform protective and cleanup work within one day of being so notified by State.
- B. Dispose of trash resulting from work, off State property, as it accumulates. Pay fees required for use of public dumps. Burning on State property is prohibited.

1.10 SANITARY FACILITIES

- A. Toilet Facilities: Provide sufficient suitably enclosed chemical toilets, conforming to ANSI Z4.3., with urinal for workers.
- B. Washing Facilities: Provide properly mounted and adequate wash sinks connected to water supply. Locate sinks where directed by State.
- C. Drinking Water Facilities: Provide clean, sanitary and adequate drinking water.

1.11 TEMPORARY WATER

- A. Make arrangements for water required for construction purposes; furnish and install temporary piping or hose to carry water to every part of construction.
- B. Water is available from existing sources at site and will be free of charge for construction operations.

1.12 TEMPORARY ELECTRICAL FACILITIES

- A. Provide such temporary electrical facilities as are necessary to supply temporary lighting for work operations and temporary power for portable power driven tools and other Contractor equipment.
- B. Temporary power at 120V is available from existing sources at site and will be free of charge for construction operations.

1.13 TEMPORARY HEAT

- A. Provide and pay all costs for temporary heat, including equipment, fuel, and operators which may be required during Contract time to provide adequate temperatures for storage, application, and drying of installed materials.
- B. Provide temporary closures for windows and doors, and temporary general building ventilation, for proper storage and drying of materials and safe working conditions.

1.14 SECURITY

- A. Contractor is responsible for security of work areas and laydown areas outside of the secure fencing of the hospital during entire time of Contract. Make good all damages to work and loss of materials due to vandalism or theft, within this responsibility.

END OF SECTION

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

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 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					

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:									

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

DGS000000142452

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

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 CONTRACTORSDATE: FEBRUARY 5, 2019ADDRESS: 4300 PLEASANT VALLEY DR., LINCOLN LOGS, CA 95000PROJECT DIRECTOR: (AS NAMED)PHONE: (XXX) XXX-XXXXFAX: (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. Clean roofs, gutters, downspouts and drainage systems.
 - 3. 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 75 00
STARTING AND ADJUSTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for starting of systems, including the following:
 - 1. Heating, Ventilating, and Air Conditioning
 - 2. Fire / Smoke Detection and Alarm.
 - 3. Generator
 - 4. Electrical Panels
 - 5. Hydronic Piping

1.02 RELATED SECTIONS

- A. Section 01 33 00: Submittal Procedures.
- B. Section 01 79 00: Demonstration and Training.
- C. Section 01 86 19: Testing, Adjusting, and Balancing Procedures.
- D. Section 23 05 10: Heating, Ventilating, and Air Conditioning
- E. Section 23 21 13: Hydronic Systems and Equipment
- F. Section 23 22 13: Steam Systems and Equipment
- G. Section 28 31 11: Digital Addressable Fire-Alarm System

1.03 QUALITY CONTROL

- A. When so specified in individual Sections, require manufacturer to provide authorized representative to be present at Project site to inspect, check, and approve equipment installation prior to start-up; to supervise placing of equipment in operation; and to provide written report that equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting lines or anchor bolts, and has been satisfactorily operated under full load conditions.

1.04 SUBMITTALS

- A. Sequencing Schedule: Submit preliminary schedule listing times and dates for start-up of each item of equipment, in sequence, two weeks prior to proposed dates. Approved Schedule shall be the sequencing schedule.
- B. Reports: Submit manufacturer representative's reports within one week after start-up, listing start-up dates.

1.05 PROJECT CONDITIONS

- A. Ensure building is enclosed and weathertight.
- B. Ensure excess packing and shipping bolts are removed.
- C. Ensure interdependent systems have been checked and are operational.

1.06 INSPECTION

- A. Verify that Project conditions comply with specified and manufacturer's requirements.
- B. Verify that status of work meets requirements for start-up of equipment and systems.

1.07 PREPARATION

- A. Coordinate sequence of start-up for various items of equipment.
- B. Notify the State Inspector 7 days prior to start-up of each item of equipment.
- C. Have Contract Documents, shop drawings, product data, and operation and maintenance data at hand during entire start-up process.
- D. Verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence and other conditions which may cause damage.
- E. Verify control systems are fully operational in automatic mode.
- F. Verify that tests, meter readings, and specific electrical characteristics agree with those specified by electrical equipment manufacturer.
- G. Verify wiring to motors and controls, required by mechanical work for operational smoke and fire protection demonstrations, is complete.
- H. Bearings: Inspect for cleanliness; clean and remove foreign matter. Verify alignment and take corrective measures, if required.
- I. Drives: Inspect for tension on belt drives, adjustment of varipitch sheaves and drives, alignment, proper equipment speed and cleanliness. Take corrective measures, if required.
- J. Motors: Verify that motor amperage agrees with nameplate value. Inspect for conditions which produce excessive current flow and which exist due to equipment malfunction. Take corrective measures, if required.

1.08 STARTING SYSTEMS

- A. Execute start-up under supervision of Contractor's personnel; or manufacturer's representative when so specified.
- B. Place equipment for operation in proper sequence, in accordance with approved sequencing schedule.

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.

CLOSEOUT 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 aboveground and underground utilities, 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. Provide data for Sections as required by the Contract Documents; including:
 - 1. Mechanical Equipment and Controls - Division 23.

CLOSEOUT PROCEDURES

2. Electrical Equipment and Controls - Division 26.

- B. Submit first generation electronic files in Portable Document Format (.pdf) on CD, DVD, or flash drive.
- C. Provide separate folders for each system, with table of contents and index pages within each file; all material shall be first generation manufacturer's catalog pages. Scans of copies or "screen prints" of websites will not be acceptable. Each file shall contain:
 - 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.
- D. 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.
- E. 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.
- C. For equipment put into use with State's permission during construction, submit guaranties/warranties within 10 days after first operation.

CLOSEOUT PROCEDURES

- D. This Project includes separate buildings and phases; the Guarantee will commence as specified in Document 00 72 00, Article 8.5.2.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, and maintenance materials in quantities specified in each Section, in addition to that used for construction of work. Coordinate with State Inspector; deliver to Project site, and obtain a receipt.

1.08 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.

1.09 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.

CLOSEOUT PROCEDURES

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

Prime Contractor's Certification - DVBE Subcontractor Report

CLOSEOUT PROCEDURES - STD 817

STD 817, Formerly DGS PD 810P

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%
1.			0.00%			0.00	0.00	0.00%	0.00%
2.			0.00%			0.00	0.00	0.00%	0.00%
3.			0.00%			0.00	0.00	0.00%	0.00%
4.			0.00%			0.00	0.00	0.00%	0.00%
5.			0.00%			0.00	0.00	0.00%	0.00%
6.			0.00%			0.00	0.00	0.00%	0.00%
7.			0.00%			0.00	0.00	0.00%	0.00%
8.			0.00%			0.00	0.00	0.00%	0.00%
9.			0.00%			0.00	0.00	0.00%	0.00%
10.			0.00%			0.00	0.00	0.00%	0.00%
11.			0.00%			0.00	0.00	0.00%	0.00%
12.			0.00%			0.00	0.00	0.00%	0.00%
13.			0.00%			0.00	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:		Title:		Signature:		Date:	
Return upon completion of contract.									
Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at OSDSReports@dgs.ca.gov									

CLOSEOUT PROCEDURES - STD 817

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:					
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		\$	\$				
14.			0.00%		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 Fl\$Cal Supplier ID Number: Enter your Fl\$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

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: _____

CONTRACTOR'S CERTIFICATION OF SB PARTICIPATION

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: _____%

SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for demonstration of equipment and systems operation and instruction of up to 15 State personnel.

1.02 RELATED SECTIONS

- A. Section 01 11 00 - Summary: Work sequencing.
- B. Section 01 32 16: Progress Schedule and Reports.
- C. Section 01 75 00: Starting and Adjusting.
- D. Section 01 77 00 - Closeout Procedures: Operation and maintenance data.
- E. Section 01 91 00: Commissioning.
- F. Section 01 86 19: Testing, Adjusting, and Balancing Procedures.
- G. Individual Sections: Specific requirements for demonstrating equipment and systems.

1.03 QUALITY ASSURANCE

- A. When so specified in individual Sections, provide demonstration and instruction to State personnel, performed by a representative approved by the equipment or system manufacturer.
- B. Demonstration and instruction shall be specific to each type of equipment or system supplied by the manufacturer. At a minimum, demonstration and instruction shall include: operational theory; maintenance; trouble shooting/repair; and calibration.
- C. State will provide list of personnel to receive instructions and will coordinate their attendance at agreed upon times.

1.04 SUBMITTALS

- A. Submit preliminary schedule for State's approval, listing times and dates for demonstration and instruction of each item of equipment and each system, 3 weeks prior to proposed dates.
- B. Submit proposed training materials and a detailed outline of each demonstration and instruction at least 30 days in advance of training.
- C. Submit reports within one week after completion of demonstrations indicating that demonstrations and instructions have been satisfactorily completed. List time and date of each demonstration and hours devoted to demonstration and instruction, and list names of persons present.
- D. Submit digital CD/DVD recording with audio of demonstrations and instructions with each report.

1.05 PREPARATION

- A. Verify equipment and systems have been inspected and put into operation in accordance with Section 01 75 00 or 01 91 00; testing, adjusting and balancing has been performed in accordance with Section 01 79 00, and equipment and systems are fully operational.
- B. Furnish training materials, books, etc. to each student attending the training classes and have copies of completed operation and maintenance manuals at hand for use in demonstrations and instructions.

1.06 DEMONSTRATION AND INSTRUCTIONS

- A. Prior to acceptance of equipment or systems, demonstrate operation and maintenance of equipment and systems to State's personnel as scheduled.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment or system at agreed upon times, at equipment or system location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.
- E. Provide digital recording with audio of demonstrations and instructions in digital CD/DVD format. Recording shall clearly show equipment or systems as they are being described. Audio portion of recording shall include entire session narrative, including questions and answers.
- F. All demonstrations and training described in this section and all other sections shall take place and be completed prior to the Contractor requesting a final inspection.

1.07 TIME ALLOCATED FOR INSTRUCTIONS

- A. Amount of time required for instruction on each item of equipment and system shall be as specified in individual Sections.

END OF SECTION

SECTION 01 86 00

PLANT PERFORMANCE CRITERIA AND ACCEPTANCE TEST PROGRAM

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Prepare performance acceptance test procedures.
- B. Complete performance acceptance test program.
- C. Prepare calculations documenting satisfactory completion of performance acceptance test.

1.02 RELATED SECTIONS

- A. Section 01 33 0: Submittal Procedures.
- B. Section 01 77 00: Closeout Procedures.
- C. Section 01 91 00: Commissioning.
- D. Section 23 21 13 Hydronic Systems and Equipment.
- E. Section 23 05 00 Mechanical Work-General Requirements

1.03 REFERENCES

- A. ASME Power Test Codes.
- B. Air Conditioning and Refrigeration Institute (ARI).

1.04. SUBMITTALS

- A. Water test reports, submit within at least 2 weeks from Performance of Test. Do not commence Test until Procedures are approved by State.
- C. Instrument Calibration Documentation: Submit proof of instrument calibration and predicted accuracy to State for instrumentation to be used for Performance Acceptance Test. Submit documentation at least 2 weeks prior to commencement of Performance Acceptance Test.
- D. Performance Acceptance Test Data and Calculations: Following successful completion of Performance Acceptance Test, submit test data and calculations demonstrating that all Performance Acceptance Criteria have been achieved. Submittal shall include all raw data collected during test period and a clear explanation of Contractor's calculations.

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 GENERAL

PLANT PERFORMANCE CRITERIA AND ACCEPTANCE TEST PROGRAM

- A. Contractor shall be responsible for conducting performance tests to verify attainment of minimum performance criteria. Performance test shall be successfully completed to the satisfaction of the State as a condition of project completion.

3.02 PREPARATION

- A. Complete electrical testing, relay settings, relay functional tests, submit product data, etc., required by PG&E to electrically interconnect site with PG&E electrical grid.
 - 1. Interconnection Fee: Contractor shall be responsible for paying required interconnection fee (approximately \$7000) to PG&E.
 - 2. Schedule necessary tests with PG&E to accommodate PG&E requirements for witnessed tests by PG&E representatives.
- B. Prepare proposed Performance Acceptance Test Procedures and submit to State for review and approval. Test procedures shall conform generally to procedures specified in the applicable ASME Power Test Code, or ARI Test Code.
- C. Calibrate instrumentation to be used in each Performance Acceptance Test and submit proof of calibration to State.
- D. Following completion of items A through C, provide 2-week notice to State prior to commencement of Performance Acceptance Tests.

END OF SECTION

SECTION 01 86 19

TESTING, ADJUSTING, AND BALANCING PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide testing organization services under provisions specified in Section 01 45 29; for testing, adjusting, and balancing specified for systems in individual Sections, including the following:
 - 1. Heating, Ventilating, and Air Conditioning.
 - 2. Hydronic system

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00: General Conditions of the Contract for Construction, General requirements for inspections, tests and approvals.
- B. Document 00 73 00, Supplementary Conditions: Withholding of payment pending final completion of services through one full range of seasons.
- C. Section 01 33 00: Submittal Procedures
- D. Section 01 45 29: Testing Laboratory Services: Employment of testing agency(ies) and payment for services.
- E. Section 01 75 00: Starting and Adjusting.
- F. Section [23 05 93]: Testing, Adjusting, and Balancing; Qualifications of testing organizations and specific services required.

1.03 SUBMITTALS

- A. Prior to start of work, submit name of organization or personnel proposed to perform services. Designate managerial responsibilities for coordination of entire testing, adjusting, and balancing.
- B. Submit documentation to confirm organization or personnel qualifications.
- C. Submit 3 preliminary specimen copies of each report form proposed for use.
- D. Prior to requesting a final inspection, submit 3 copies of final reports of testing, adjusting, and balancing performed to date. Submit reports of testing, adjusting, and balancing which is postponed due to seasonal, climatic, occupancy, or other reasons beyond Contractor's control, promptly after execution of those services.

1.04 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to the State Inspector to facilitate spot checks during testing. Retain possession of instruments and remove upon completion of services.
- B. Verify installation of system to be tested is complete and in continuous operation.

TESTING, ADJUSTING, AND BALANCING PROCEDURES

- C. Verify ambient conditions and related facilities required to conduct testing, adjusting, and balancing are in full operation.

1.05 GENERAL PROCEDURES

- A. Comply with procedural standards of certifying association under whose standards service will be performed.
- B. Notify the State Inspector 3 days prior to beginning operations.
- C. Accurately record data for each step.
- D. Report to State Inspector defects or deficiencies noted during performance of services.

1.06 FINAL REPORTS

- A. Organization having managerial responsibility shall make reports.
- B. Each form shall bear signature of recorder and supervisor of reporting organization.
- C. Identify each instrument used, and latest date of calibration of each.

1.07 CONTRACTOR RESPONSIBILITIES

- A. Prepare each system for testing and balancing.
- B. Cooperate with testing organization and provide access to equipment and systems. Operate systems at designated times, and under conditions required for proper testing, adjusting, and balancing.
- C. Notify testing organization 7 days prior to time the system will be ready for testing, adjusting, and balancing.

END OF SECTION

SECTION 01 91 00

COMMISSIONING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Procedures for commissioning building systems.

1.02 RELATED SECTIONS

- A. Section 01 33 00: Submittal Procedures.
- B. Section 01 75 00: Starting and Adjusting
- C. Section 01 79 00: Demonstration and Training
- D. Section 01 86 00: Plant Performance Criteria and Acceptance Test Program
- E. Section 01 86 19: Test, Adjust & Balancing Procedures
- F. Division 23: Commissioning of HVAC
- G. Division 26: Commissioning of Electrical Systems

1.03 DEFINITIONS

- A. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- B. CxA: Commissioning Authority.

1.04 COMMISSIONING PROCESS

- A. Commissioning is a comprehensive and systematic process to verify that the building systems perform as designed to meet the State's requirements. Commissioning during the construction and warranty phases is intended to achieve the following specific objectives:
 - 1. Verify and document that energy related systems are installed, calibrated and perform according to the Owner's Project Requirements (OPR), Basis of Design (BOD) and Contract Documents.
 - 2. Verify and document that equipment is installed and started per manufacturer's recommendations and the technical specifications.
 - 3. Verify and document that equipment and systems receive complete operational checkout by installation Contractors.
 - 4. Verify and document equipment and system performance.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
1. Cooperate with the State in the scheduling of activities to be included in the commissioning plan.
 2. Cooperate with the State for resolution of issues recorded in the Commissioning Issues Log.
 3. Attend commissioning team meetings as requested by the State, but not limited to the following:
 - a. Cx Kick-off Meeting
 - b. Controls Coordination Meeting
 - c. Equipment Startup Sequencing/ Coordination Meeting
 - d. Testing and Air Balance (TAB) Coordination Meeting
 - e. Cx Progress Meetings
 - f. Pre-Training Meeting
 - g. Warranty Review Meeting
 3. Integrate and coordinate commissioning process activities with construction schedule.
 4. Review and use the Pre-Functional Checklists as specified in the technical specifications. In consideration to any approved "Substitution Requests" in accordance with 00 72 00 General Conditions and Section 01 33 00 Submittal Procedures, the Contractor shall be responsible for revising and completing the Pre-Functional Checklists and submit to the State for approval during the "Request for Substitution" process.
 5. Complete the Pre-Functional Checklists as Work is completed and submit to the State when lists are completed.
 6. Review and use the commissioning process and comply with the pre-Functional Tests and Functional Test procedures and requirements as specified in the technical specifications. In consideration to any approved "Substitution Requests" in accordance with 00 72 00 General Conditions and Section 01 33 00 Submittal Procedures, the Contractor shall be responsible for revising and completing the Functional Performance Test procedures and requirements and submit to the State for approval during the "Request for Substitution" process.
 7. Complete the commissioning process and Functional Performance Test procedures and requirements.
 8. The commissioning process does not relieve the Contractor's responsibility to provide fully finished and fully functioning systems.

1.06 PROCEDURES FOR PRE-FUNCTIONAL TESTING

- A. In conjunction with the Pre-Functional Checklists as specified in the technical specifications, adjustments and tests shall be made by Contractor as specified herein and as required by governing codes, regulations, manufacturer's recommendations and appropriate construction standards, Contractor shall adjust, calibrate, and test equipment and devices installed under these Specifications. Except as otherwise specified, Contractor shall furnish labor, materials, tools, and instruments required to perform the work.

- B. The Contractor shall render all services and complete all work required to install each item of equipment, including auxiliaries, and wiring and in operating condition to the State's satisfaction. Individual systems and items of equipment shall be completed in a sequence that will permit systematic checkout and trial operation of each such component before it is incorporated in the initial operation. Contractor shall provide supervision and other workers required to make adjustments and correct deficiencies during initial equipment checking.
- C. Certain calibration and test procedures may involve personnel or work being furnished by other contractors. Contractor shall arrange working crews and schedule so that calibration will be performed in one operation.
- D. Work shall be performed as necessary to meet the Contract Document requirements and the approved construction schedule.
- E. Personnel performing adjustments and tests shall be qualified and experienced. Adjustments and tests shall be performed as many times as is necessary to assure proper operation of equipment and systems and quality of materials and workmanship.
- F. If tests reveal unsatisfactory materials or workmanship, such materials or installation shall be repaired or replaced by Contractor to the satisfaction of the State and shall meet all Contract Document requirements.
- G. Equipment and instrumentation furnished by Contractor (including gauges, switches, thermometers, and other devices which are part of major equipment assemblies furnished by Contractor) shall be assembled, tested, adjusted and calibrated as required for correct and reliable operation.
- H. Contractor shall confirm the inspection and test procedures, identified in the Pre-functional Checklists, for systems in which the equipment is installed and submit to the State for approval. Inspection and test procedures information shall include but not be limited to the following:
 - 1. Identification of material or article to be pre-commissioned.
 - 2. List of test equipment.
 - 3. Detailed sequential instructions and test objective.
 - 4. Measurement characteristics and required measuring equipment.
 - 5. Acceptance and rejection criteria.
 - 6. Allowable adjustment, repair or rework.
 - 7. Requirements for data recording and reporting.
- I. Pre-Functional tests and inspections shall be performed for all equipment, materials, and systems installed by Contractor, as specified herein and in accordance with equipment manufacturer's recommendations.
- J. Contractor shall submit Pre-Functional test and inspection reports for each item of equipment or system that verifies and documents tests and inspections performed. When manufacturer's service representative has been involved, report shall include verification by that representative that the equipment or system is ready for operation.

1.07 PROCEDURES FOR FUNCTIONAL TESTING

- A. Contractor shall provide labor, equipment, and services to place systems and equipment into service.
- B. Contractor shall provide, in advance, a minimum of five working days notice prior to the start of the functional tests. Contractor shall provide other workers required to make adjustments and correct deficiencies during equipment commissioning and initial operation. It is anticipated that commissioning will be in progress continuously over extended periods. Workers required of Contractor shall be on site as required by the State.
- C. Contractor shall furnish and apply oils, greases, refrigerants, fuels and other lubricants and materials required to place equipment in condition ready for operation. Contractor shall provide temporary gauging devices required during checkout and operation of equipment and systems. Contractor shall remedy any deficiencies and provide all labor, material, etc. to complete the Commissioning process in accordance with the Contract Documents and the approved construction schedule.
- D. After systems have been commissioned to satisfaction of the State, Architect/Engineer, Contractor, and equipment manufacturers, the systems will be considered commissioned and ready for operation.

1.08 SYSTEMS MANUAL

- A. The Contractor shall be responsible for providing necessary information for the CxA to develop the Systems Manual. The Systems Manual is repository of information and shall provide the information needed to understand, operate, and maintain the building's systems and assemblies.

1.09 SYSTEMS TO BE COMMISSIONED

- A. The following systems shall be commissioned in this project.
 - 1. Split System AC Units
 - 2. Air Handling Units
 - 3. Exhaust Fans
 - 4. Direct Digital Control System
 - 5. Building Automation System
 - 6. Variable Speed Drives (Variable Frequency Drives)

END OF SECTION