

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES



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

PROJECT MANUAL

INTRODUCTORY INFORMATION
BIDDING REQUIREMENTS
CONTRACTING REQUIREMENTS
SPECIFICATIONS

FOR:

RIVERSIDE LAB FIRE ALARM REPLACEMENT

DEPARTMENT OF JUSTICE

RIVERSIDE FORENSIC LABORATORY

RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA

Sabina Wiley, Project Director II
West Sacramento, California

Sevag Avanesian: J.C. Chang & Associates, Inc.

DOCUMENT 00 01 01

PROJECT TITLE PAGE

Title : RIVERSIDE LAB FIRE ALARM REPLACEMENT

Client Agency : DEPARTMENT OF JUSTICE

Location : 7425 MISSION BLVD.
RIVERSIDE,RIVERSIDE COUNTY,
CALIFORNIA

Project Number : 000000000013371

Project Director : Sabina Wiley
State of California
Department of General Services
Real Estate Services Division
Project Management and Development Branch
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SECTION 00 01 05

CERTIFICATIONS PAGE

PROJECT TITLE: Fire Alarm Replacement, Riverside Forensic Laboratory,
Department of Justice (DOJ)

CLIENT AGENCY: Department of General Services (DGS)

LOCATION: Department of Justice - Riverside
7425 Mission Blvd,
Riverside, CA 92509

PROJECT DIRECTOR: Sabina Wiley
Project Director II
Department of General Services (DGS)
707 Third Street, Fourth Floor
West Sacramento, California 96505
(279) 799-3936

Date Signed: 02/10/2026 		
Sevag Avanesian, PE ELECTRICAL ENGINEER		
		IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APP: 02-124365 INC: REVIEWED FOR SS ☐ FLS ☐ ACS ☒ DATE: 7/7/2026
		AUTHORITY HAVING JURISDICTION

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

DOCUMENT 00 11 00

INVITATION FOR BIDS

For Bidding by Invitation Only Pursuant to PCC § 10122(d): 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.

Bids shall be submitted electronically to hector.cavazos@dgs.ca.gov before 2:00 P.M.

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 installation of new system, commissioning new system, deactivation and demolition/ disposal of old fire alarm system, including devices and fire alarm control unit and related work.

License: Contractors' State License Classification required to bid Project is **C-10 and C-16**.

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): 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.

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code § 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

Security Requirements: Contractor to whom the contract is awarded, shall be required to conduct State (DOJ) and Federal (FBI) level criminal history background checks (Live Scan Checks) for all

INVITATION FOR BIDS

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construction personnel working at project location(s). After Contract execution, the State will provide information necessary to complete a Request for Live Scan Service (BCIA 8016) form which shall be submitted with all Live Scan Service requests. Contractor shall be responsible for all fees associated with the DOJ and FBI level criminal history background checks.

Contractor shall be fully responsible and liable for managing and ensuring at all times that only personnel with security clearance are allowed onsite.

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 **August 12, 2026, at 10:00 A.M.**, at which time representatives of the State and prospective bidders shall meet at the Riverside Forensic Lab, Lobby Entrance, located at 7425 Mission Blvd., Riverside, 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.**

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 on Lump Sum basis 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.

DVBE Bid Incentive: The DVBE Incentive program is being applied on this project. Refer to Project Manual Document 00 21 00, Article 18.5.

Small Business Preference: Refer to Project Manual Document 00 21 00, Article 5.5

Non-Small Business Subcontractor Preference: Refer to Project Manual Document 00 21 00, Article 5.6

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

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

Labor Code: Pursuant to Labor Code § 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 § 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 February 2026 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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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-OSDS>. Firms can apply for small business certification online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-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 (RFB), 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/Apply-for-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. PROJECTS REQUIRING CRIMINAL HISTORY BACKGROUND CHECKS

- 20.1 Contractor to whom the contract is awarded, shall be required to conduct State (DOJ) and Federal (FBI) level criminal history background checks (Live Scan Checks) for all construction personnel working at project location(s). After Contract execution, the State will provide information necessary to complete a Request for Live Scan Service (BCIA 8016) form which shall be submitted with all Live Scan Service requests. Contractor shall be responsible for all fees associated with the DOJ and FBI level criminal history background checks.

See Section 01 35 53.13 "Security Procedures – California Special Schools" for additional special requirements. Information regarding Live Scan site locations and associated fees can be found at the following link: <https://oag.ca.gov/fingerprints/locations>.

Contractor shall be fully responsible and liable for managing and ensuring at all times that only personnel with security clearance are allowed onsite.

END OF DOCUMENT

REQUEST FOR BIDDING INTERPRETATION (RFBI)

(Email no later than August 14, 2026, 5:00 p.m.)

To: Sabina Wiley, Project Director II
Project Management and Development Branch
Real Estate Services Division
Phone: 279.799.3936

Email: sabina.wiley@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.: 000000000013371
Project Name: Riverside Lab Fire Alarm Replacement, DOJ Riverside Forensic Laboratory
Location: Riverside, 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 Subarticle 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.

7. 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.

DVBE PARTICIPATION PROGRAM REQUIREMENTS

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)

Bids shall be submitted electronically to hector.cavazos@dgs.ca.gov BEFORE 2:00 P.M., August 26, 2026

FOR: RIVERSIDE LAB FIRE ALARM REPLACEMENT
DEPARTMENT OF JUSTICE
RIVERSIDE FORENSIC LABORATORY
RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA
PROJECT NO. 000000000013371

Plainly include in Email Subject Line "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 7/6/26 and such addenda thereto as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site ([Prevailing Wage Requirements](#)) for General Prevailing Wage Rates as determined by the February 2026 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.

COMPLETE WORK

For the Lump Sum of: \$ _____

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 4.1, Chapter 5 and Subchapter 5, Section 11102, 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.

6.2 In order to verify compliance with California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation, Section 2449(i), Title 13, California Code of Regulations, the Bidder shall complete the following questionnaire:

6.2.1. Does the work for the above-named Project involve use of vehicles subject to California Air Resources Board In-Use Off-Road Diesel Fueled Fleets Regulation?

☐ Yes

☐ No

If the answer to 6.2.1 above is "Yes", successful low Bidder shall, prior to the execution of a contract, submit copies of the valid Certificates of Reported Compliance, issued by the California Air Resources Board, for the fleet selected for the contract and listed subcontractors.

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

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

ARTICLE 8 – ADDENDA

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

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

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

ARTICLE 9 – DVBE COMPLIANCE & PARTICIPATION SUMMARY

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.

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.
- 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 attach hereto to be made a part of the Bid Form. Sub List Page _____ of _____

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

DGSOLS 04 (Rev.01/17)

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

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

CERTIFICATION

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

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

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH
BID

The undersigned declares:

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

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

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

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

Signed

END OF DOCUMENT

BIDDER'S BOND

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

That we,

_____, as Principal,
and _____

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

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of General Services, for certain construction specifically described as follows, for which bids are to be opened at _____

(Insert place where bids will be opened) on _____ (Insert date of bid opening)
for _____

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

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

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

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

(SEAL)

(SEAL)

(SEAL)

Name of Principal and Address for Service

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

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

DOCUMENT 00 45 46
PAYEE DATA RECORD

STATE OF CALIFORNIA - DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 - Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (if different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 - Entity Type

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

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC Disregarded Entity owned by an Individual**

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

☐ **CORPORATION** (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 - Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____

Section 4 - Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** - Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** - Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 - Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 - Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Department of General Services, Administrative Division

UNIT/SECTION

Office of Business and Acquisition Services, Contract Services Section

MAILING ADDRESS

707 Third Street, MS 508

FAX

n/a

TELEPHONE (include area code)

n/a

CITY

West Sacramento

STATE

CA

ZIP CODE

95805

E-MAIL ADDRESS

n/a

PAYEE DATA RECORD

RESDMSTR: 7.8.2021

00 45 46 - 1

00000000013371

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 _____.

KNOW ALL MEN BY THESE PRESENTS:

That the State of California, acting by and through the _____, 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)

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

(PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT (SAMPLE)

RESDMSTR: 4/30/2025

00 61 14 - 1

000000000013371

Change Order

Date Issued: (Type Date)

Change Order No: _____

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

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

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



Document 00 72 00

General Conditions of the Contract for Construction

October 2011 Edition

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

ARTICLE 1 - GENERAL PROVISIONS

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

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

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

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

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

1.1.4 Alternative: Refer to Approved Equal and Substitution.

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

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

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

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

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

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

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

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

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

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

1.1.14 Contract: The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the State and the Contractor.

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

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

1.2 EXECUTION, CORRELATION AND INTENT

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

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

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

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

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

1.4 CAPITALIZATION

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

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

1.5 CONFLICTS IN THE CONTRACT DOCUMENTS

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

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

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

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

1.6 REQUESTS FOR INFORMATION, CLARIFICATION OR ADDITIONAL INSTRUCTIONS

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

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

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

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

2.1 INFORMATION AND/OR SERVICES REQUIRED OF THE STATE

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

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

2.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

2.3 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

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

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

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

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

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

2.4 TERMINATION FOR THE STATE'S CONVENIENCE

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

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

2.5 SUSPENSION BY THE STATE FOR CONVENIENCE

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

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

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

ARTICLE 3 - CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

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

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

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

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

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

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

3.2.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents, either by activities or duties of the State, the State's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

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

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

3.3 LABOR AND MATERIALS

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

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

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

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

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

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

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

3.4 NONDISCRIMINATION CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 GUARANTEE

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

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

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

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

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

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

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

3.9 SUPERINTENDENT

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

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

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

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

3.10 CONTRACTOR'S PROGRESS SCHEDULE

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

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

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

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

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

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

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

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (SUBMITTALS)

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

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

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

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

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

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

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

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

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

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

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

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

3.13 TESTS AND INSPECTIONS

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

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

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

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

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

3.14 USE OF PROJECT SITE

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

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

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

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

3.15 CUTTING AND PATCHING

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

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

3.16 CLEANING UP

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

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

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

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

3.19 INDEMNIFICATION

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

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

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

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

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

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

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

3.24 NOT USED

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

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

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

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

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

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

ARTICLE 4 - SUBCONTRACTORS

4.1 SUBLETTING AND SUBCONTRACTING

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

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

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

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

4.2 SUBCONTRACTUAL RELATIONS

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

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

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

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

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

ARTICLE 5 - CONSTRUCTION BY THE STATE OR BY SEPARATE CONTRACTORS

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

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

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

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

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

5.2 MUTUAL RESPONSIBILITY

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

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

5.2.2 Claims Between Separate Contractors:

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

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

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

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

ARTICLE 6 - CHANGES IN THE WORK

6.1 GENERAL

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

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

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

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

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

responsibility of the Contractor.

6.2 CHANGE ORDER

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

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

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

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

of such construction equipment.

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

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

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

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

ARTICLE 7 - TIME

7.1 NOTICE TO PROCEED

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

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

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

7.2.1 Time is of the essence in this Contract.

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

7.4 TIME EXTENSIONS

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

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

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

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

7.5 DELAYS IN COMPLETION OF THE WORK

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

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

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

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

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

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

7.6 ACCELERATION

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

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

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

ARTICLE 8 - PAYMENTS AND COMPLETION

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

8.2 TIMELINESS OF PAYMENTS

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

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

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

8.3 RETENTIONS

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

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

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

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

8.5 OCCUPANCY BY THE STATE PRIOR TO COMPLETION OF THE WORK

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

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

8.6 ACCEPTANCE OF THE WORK AND FINAL PAYMENT

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

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

date of Completion of the Work.

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

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

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

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

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

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

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

ARTICLE 9 - DISPUTES AND CLAIMS

9.1 DISPUTE AND CLAIM PROCEDURES

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

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

Subparagraph 9.1.2.

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

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

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

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

9.2 AUDIT AND ACCESS TO RECORDS

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

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

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

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

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

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

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

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

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

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY OF PERSONS AND PROPERTY

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

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

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

10.1.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss.

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

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

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

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

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

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

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

10.3 **DRUG-FREE WORKPLACE**

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

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

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE

11.1.1 General Insurance Requirements:

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

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

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

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

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

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

11.3 **PERFORMANCE BOND AND PAYMENT BOND**

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

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

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING AND CORRECTION OF WORK

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

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

12.2 CORRECTION OF WORK

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

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

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

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

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

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

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

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

13.2 **SUCCESSORS AND ASSIGNS:** The Contract binds the Contractor, the Contractor's partners, successors, assigns and legal representatives to the State in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations in the Contract Documents.

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00 73 00
SUPPLEMENTARY CONDITIONS

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

1. ARTICLE 1 – GENERAL PROVISIONS

Paragraph 1.1, DEFINITIONS

Add the following definition:

Construction Manager: A consultant firm J.C. Chang & Associates, Inc., 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

Add the following Subparagraph 2.7

2.7.1 Definitions: The following terms are in addition to the defined terms and shall apply to the Contract:

.1 "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

2.7.2 Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

2.7.3 Notification shall be provided to the State's Representative identified in this Contract.

SUPPLEMENTARY CONDITIONS

2.7.4 At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

2.7.5 If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

2.7.6 The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Paragraph 2.8, NEWS RELEASES

Add the following Subparagraph 2.8

2.8 News releases pertaining to award of, or work performed as a result of, contract may not be made without prior written approval from:

The Public Information Officer
707 Third Street, MS 101
West Sacramento, CA 95605
Phone: (916) 376-5037
Email: DGSPublicAffairs@dgs.ca.gov _

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.

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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.

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- .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:

THREE HUNDRED AND SIXTY FIVE DAYS (365)

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

Add the following Subparagraph 7.2.2:

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

- | | |
|--|---------------|
| .1 Complete Hazardous Materials removal submittals within the following number of calendar days: | FOURTEEN (14) |
| .2 Allow the following number of calendar days for the State's review and acceptance of Hazardous Materials removal submittals: | FOURTEEN (14) |
| .3 Allow the following number of calendar days from date of written notification to start of on-site Hazardous Materials removal work: | FOURTEEN (14) |
| .4 Complete on-site Hazardous Materials removal work within the following number of working days *: | THIRTY (30) |
| (* not to exceed one 8-hour shift per working day. Working days shall be as specified in Section 01 11 00, Article 1.10.) | |
| .5 Allow the following number of calendar days for the State's review and certification of Hazardous Materials removal: | SEVEN (7) |

Paragraph 7.3, LIQUIDATED DAMAGES

Add the following Subparagraphs 7.3.1 and 7.3.2:

- 7.3.1 The Contractor shall pay to the State the sum of \$1,700.00 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 \$1,700.00 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.
- 7.3.3 The Contractor shall pay to the State the sum of \$1,700.00 per day for each and every calendar day delay in finishing of Work under this Contract beyond the allotted phasing duration as listed in the phasing section.

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

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- required.
- .3 Except as otherwise provided for Builders Risk/Installation Floater under Clause 11.1.2.4, all coverage shall be in force until the Acceptance of the Work by the Director of DGS. If the insurance expires, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- .4 Contractor is responsible to notify the State a minimum of five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage.
- .5 Unless otherwise stated in the contract, the Contractor shall be responsible for any premium deductible or self-insured retention contained within the insurance.
- .6 All insurance policies required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- .7 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to the remedies noted in Article 11.1.1.3 above and any other remedies it may have, remove the Contractor from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- In the event, the State elects to remove the Contractor from the work site, the Contractor will not be entitled to additional days or compensation.
- .8 Any insurance required to be carried shall be primary and not excess or contributory, to any other insurance carried by the State.
- .9 Any required endorsement requested by the State must be submitted with all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- .10 Minimum Scope of Insurance - Coverage shall be at least as broad as:
- .1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). .2 Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "all owned, hired and non-owned".
- .11 All coverage and limits available to the contractor shall also be available and applicable to the State.
- .12 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- .13 With the exception of Builders Risk/Installation Floater, Contractor shall require and verify that all subcontractors maintain insurance coverage and limits meeting or exceeding all the requirements stated herein. Contractor shall ensure that the Department of General Services and the State of California, its officers, agents, and employees, as additional insured on insurance required from subcontractors but only insofar as the operations under the Contract are concerned. For Commercial General Liability coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to require the Contractor to provide the subcontractors' insurance certificates and policies, when so directed by the State.
- 11.1.2 Insurance Requirements: The Contractor shall furnish to the State evidence of the required insurance as follows:
- .1 Commercial General Liability: The Contractor shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage

SUPPLEMENTARY CONDITIONS

liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project or location", it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.

- .1 Additional Insured coverage shall be provided in the form of an insured endorsement as broad as the (CG 20 10 11 85) to the contractor's insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
- .2 Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- .2 Automobile Liability: The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor. The policy shall include the Department of General Services and The State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
- .3 Workers' Compensation: The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the contractor, its employees, agents and subcontractors. Except for State Fund certificates, all subrogation waiver endorsements shall be submitted on a separate form. The Contractor shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- .4 Builders Risk/Installation Floater: The State shall insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under an All Risk Builders Risk/Installation Floater policy, including, but not limited to theft, fire and vandalism. The State will self-insure against Acts of God and natural disasters proclaimed by the State or Federal Government. The State will issue to the Contractor a "Summary of Coverage" provided under this Clause 11.1.2.4 Summary of Coverage and Certificate of Insurance will be provided to contractor as part of the executed contract.
 - .1 Contractor shall be responsible for paying a deductible not to exceed (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 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

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

1. Fire Alarm Replacement, Department of Justice, Riverside Forensic Laboratory 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.

1.2 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.

1.3 PROJECT INFORMATION

A. Project Location: 7425 Mission Blvd. Riverside, CA 92509

B. Project Identification: Fire Alarm Replacement, Riverside Forensic Laboratory, Project# 000000000013371.

C. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.

1. See Sections 01 31 00 "Project Management and Coordination" and 01 31 25 "Web-based Project Management System" for requirements for using web-based project software.

1.4 SPECIFICATIONS

A. The Specifications are those bound in the Project Manual 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.

1.5 DRAWINGS

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

SUMMARY

01 10 00 - 1

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1.6 CONTRACTOR'S SET OF DRAWINGS AND PROJECT MANUAL

- A. State Furnished Drawings and Project Manual: Upon award of Contract, the State will provide Drawings and Project Manual upon Contractor's request as follows:
 - 1. Electronic Files in PDF format.
- B. Contractor Furnished Drawings and Project Manuals: Within 10 days of date established for the Notice to Proceed, provide full-size paper copies of Drawings and Project Manual as follows:
 - 1. Drawings: 4 sets.
 - 2. Project Manual: 4 sets.
 - 3. Distribute as follows:
 - a. One full-size paper copy set of Contractor furnished Drawings and Project Manual for use as field set by construction personnel and State's Representative.
 - b. One full-size paper copy set of Contractor furnished Drawings and Project Manual for use as record prints.
- C. Keep paper copy sets current with all approved revisions and change orders.
- D. Additional Sets shall be the responsibility of the Contractor.

1.7 PHASED CONSTRUCTION

- A. Work of this Contract shall be executed 2 parts, 10 phases each in order to prevent disruption of services at this location.
- B. Construct the Work in phases, as indicated on the drawings, FA0.7.
 - 1. Part 1 installation of all devices and functional testing. Install all devices, land devices per panel, test all devices to confirm they are operational (per phase).
 - a. Phase A through J.
 - b. Maximum working time on each phase shall be 2 weeks.
 - 2. Part 2 demolition of existing system once the occupancy certificate has been issued from the State Fire Marshall.
 - a. Phase A through J.
 - b. Maximum working time on each phase shall be 2 weeks.
- C. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule, showing the sequence, commencement and completion dates for all phases of the Work.

1.8 NOT USED

1.9 SPECIAL SECURITY PROCEDURES

- A. Cooperate with the authorities and observe and comply with all regulations presently in force on facility grounds. Refer to Sections 01 35 53 "Security Procedures".
- B. After award of Contract, there will be a project start meeting, at which time security regulations will be reviewed with the Contractor and subcontractors.

1.10 INTERRUPTION OF SERVICES

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

1.11 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. Before starting construction operations, confer with the State to review sequence of construction operations.
- B. Prepare schedules as set forth in Section 01 32 00 "Construction Progress Documentation".

1.12 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 6:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by State and authorities having jurisdiction.
 - 1. Weekend Hours and State Holidays: Work may be permitted if approval is received from the State at least 2 weeks in advance.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by State or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 - 1. Notify State's Representative not less than (2) two weeks in advance of proposed utility interruptions.
 - 2. Obtain State's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to State occupancy with State.
 - 1. Notify State's Representative not less than (2) two weeks in advance of proposed disruptive operations.
 - 2. Obtain State's Representative's written permission before proceeding with disruptive operations.
 - 3. Sensitive areas or other areas requiring special attention:
 - a. All labs are sensitive areas and should be treated as specified in the phasing plan.

- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.13 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section. Contractor's use of Project site is limited by State's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways, parking areas, loading areas, and entrances serving premises clear and available to State, State's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - 1) If deliveries will impact State's operations, request State's approval 48 hours prior to delivery.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.14 COORDINATION WITH OCCUPANTS

- A. Full State Occupancy: State will occupy Project site and building during entire construction period. Cooperate with State during construction operations to minimize conflicts and facilitate State usage. Perform the Work so as not to interfere with State's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from State and approval of authorities having jurisdiction.
 - 2. Notify State not less than (2) two weeks in advance of activities that will affect State's operations.
- B. Use only State approved designated areas for work operations or storage.

1.15 NOT USED

1.16 NOT USED

1.17 NOT USED

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions per Article 3.12.10, Document 00 72 00 "General Conditions of the Contract for Construction", and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - h. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

SUBSTITUTION PROCEDURES

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the Schedule of Values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the Schedule of Values to State at earliest possible date, but no later than 14 days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. State's Project number.
 - c. Contractor's name and address.
 - d. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance.
 - 5. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Schedule of Values Revisions: Revise the Schedule of Values when Change Orders result in a change in the Contract Sum. Include at least one separate line item for each Change Order.

PAYMENT PROCEDURES

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments.
- B. Payment Application Times: The date for each progress payment shall be established by the State. The period covered by each Application for Payment is one month.
1. Submit draft copy of Application for Payment three days prior to due date for review by State Construction Supervisor/Inspector.
 2. State Construction Supervisor/Inspector will review the draft with the Contractor to verify requested payment percentages.
 3. Submit Application for Payment upon approval by the State Construction Supervisor/Inspector.
- C. Application for Payment Forms: Submit forms for approval with initial submittal of schedule of values.
- D. Application Preparation: Complete every entry on form. State will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders issued before last day of construction period covered by application.
- 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. |
1. 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.
- F. Project Record Drawings: Prior to each Application for Payment review, update Project Record Documents as required by Section 01 77 00 "Closeout Procedures" and submit for the State's review and approval. Monthly Applications for Payment will not be processed without review and approval of Project Record Drawings by the State.
- G. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored subject to or under the control of the State, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to State, and consent of surety to payment for stored materials.

PAYMENT PROCEDURES

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- H. Transmittal: Submit Application for Payment signed by the Contractor and State Construction Supervisor/Inspector to the State.
1. Submit with each Application for Payment such evidence as may be necessary to demonstrate costs incurred or estimated to be incurred in accordance with the Schedule of Values during such month and the percentage of completion of each category of Work.
 2. Submit with each Application for Payment certified payroll records for each Contractor's and Subcontractor's employee per Document 00 72 00 "General Conditions of the Contract for Construction." Copies of the monthly payroll shall be sent directly to the Department of Industrial Relations in the current prescribed electronic format with evidence of such submission provided with each Application for Payment to the State.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of values.
 2. Contractor's construction schedule (preliminary if not final).
 3. Key Personnel Names List.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
1. Evidence of completion of Project closeout requirements in accordance with Section 01 77 00 "Closeout Procedures."
 2. Certification of completion of final punch list items.
 3. Warranty certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Evidence that disputes have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PAYMENT PROCEDURES

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Digital project management procedures.
 - 4. Web-based Project management software package.
 - 5. Project meetings.

1.2 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals, and their duties and responsibilities, list telephone numbers, and e-mail addresses. Provide names, e-mail addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. Keep list current at all times.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Subletting and Subcontracting Responsibilities: Refer to Document 00 72 00 "General Conditions of the Contract for Construction", Article 4.
 - 2. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 4. 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. Make provisions for accommodating items installed by the State or under separate contracts.
 - 5. Make adequate provisions to accommodate items scheduled for later installation.
 - 6. 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.

PROJECT MANAGEMENT AND COORDINATION

- B. Site Examination: Visit the site prior to commencement of the Work and get familiar with existing conditions. Be prepared to carry out the Work within existing limitations.
 - 1. 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.
- C. Work Layout
 - 1. 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 benchmark 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.
 - 2. Layout the Work and furnish surveys required for alignment and elevations of the Work. Furnish necessary lines, levels, locations, measurements and markers for all the Work and be responsible for their accuracy.
 - 3. On building structures, layout on forms, walls, floors, and columns, the exact location of partitions as guide to all trades.
- D. Allowable Entrance: Contractor, subcontractors, their employees, suppliers and delivery persons shall enter and exit property via designated entrance.
- E. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. State will return without response those RFIs submitted to State by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. State's Representative name.
 - 3. State's Project number.
 - 4. Date.

5. Name of Contractor.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

- C. RFI Forms: Form bound in Project Manual or software-generated form with substantially the same content as indicated above, acceptable to the State.

1. Attachments shall be electronic files in PDF format.

- D. State's Action: State will review each RFI, determine action required, and respond.

1. The following Contractor-generated RFIs will be returned without action:

- a. Requests for approval of submittals.
- b. Requests for approval of substitutions.
- c. Requests for approval of Contractor's means and methods.
- d. Requests for coordination information already indicated in the Contract Documents.
- e. Requests for adjustments in the Contract Time or the Contract Sum.
- f. Requests for interpretation of State's actions on submittals.
- g. Incomplete RFIs or inaccurately prepared RFIs.

2. State's action may include a request for additional information, in which case State's time for response will date from time of receipt by State of additional information.
3. State's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Document 00 72 00 "General Conditions of the Contract for Construction".

1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of State's Digital Data Files: Upon request and if available, digital data files of CAD drawings will be provided by State for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
2. State makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Contractor shall execute a data release agreement in the form provided by the State upon request.

- B. Web-Based Project Management Software Package: Use State's web-based Project management software package for purposes of hosting and managing Project communication and documentation until Acceptance of the Work.

PROJECT MANAGEMENT AND COORDINATION

1. Web-based project management software includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, State, State's consultants, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, Requests for Information, Submittals, Additional Detailed Instructions, Potential Changer Orders (PCO's), Inspection requests, and executed Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Creating and distributing meeting minutes.
 - h. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - i. Management of construction progress photographs.
 - j. Mobile device compatibility, including smartphones and tablets.
2. The web-based project management system is Procore (www.procore.com) and is updated monthly.

1.6 PROJECT MEETINGS

- A. General: State will schedule and conduct, unless otherwise indicated, meetings and conferences at the Project site, 7425 Mission Blvd. Riverside, CA 92509 or via Teams link.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify State of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Entity responsible for conducting meeting will prepare the meeting agenda, and distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, within three days of the meeting.
- B. Preconstruction Conference: State will schedule and conduct a preconstruction conference before starting construction, at a time convenient to State, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of State, Architect or Engineer, and their consultants, State Construction Supervisor/Inspector; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including but not limited to the following:
 - a. Responsibilities and personnel assignments.

- b. Tentative construction schedule.
- c. Phasing.
- d. Critical work sequencing and long lead items.
- e. Lines of communications.
- f. Use of web-based Project software.
- g. Procedures for processing field decisions and Change Orders.
- h. Procedures for RFIs.
- i. Procedures for Quality Assurance / Quality Control (testing and inspecting).
- j. Procedures for processing Applications for Payment.
- k. Distribution of the Contract Documents.
- l. Submittal procedures.
- m. Sustainable design requirements including commissioning.
- n. Preparation of Record Documents.
- o. Use of the premises.
- p. Allowable entrance.
- q. Work restrictions.
- r. Working hours.
- s. State's occupancy requirements.
- t. Installation of temporary facilities and controls.
- u. Storm Water Pollution Control.
- v. Procedures for disruptions and shutdowns.
- w. Construction waste management and recycling.
- x. Parking availability.
- y. Office, work, and storage areas.
- z. Equipment deliveries and priorities.
- aa. Safety.
- bb. Security.
- cc. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: State will conduct progress meetings at weekly intervals.

1. Attendees: In addition to representatives of State, and Architect or Engineer, each contractor, subcontractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting.
 - 1) Review schedule for next period.
 - b. Review present and future needs, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Safety.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation and commissioning.
 - 6) Deliveries.

PROJECT MANAGEMENT AND COORDINATION

- 7) Off-site fabrication.
- 8) Access.
- 9) Site use.
- 10) Temporary facilities and controls.
- 11) Storm Water Pollution Control.
- 12) Progress cleaning.
- 13) Quality Assurance / Quality Control (testing and inspection).
- 14) Status of correction of deficient items.
- 15) Field observations.
- 16) Status of RFIs.
- 17) Status of Changes in the Work.
- 18) Payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Issue revised Contractor's construction schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Construction Schedule.
 - 3. Short Interval Schedule.
 - 4. Recovery Schedule.
 - 5. Construction schedule updating reports.
 - 6. Daily construction reports.
 - 7. Unusual event reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

CONSTRUCTION PROGRESS DOCUMENTATION

- G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.3 SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file in computer scheduling software native file format.
 - 2. PDF file.
- B. Startup construction schedule.
 - 1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.
 - 4. Projected Monthly Payment Requests Report: List of Contractor's monthly planned billings from the Notice to Proceed until Completion of the Work.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Short Interval Schedule: Submit at weekly intervals.
- H. Daily Construction Reports: Submit at weekly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Unusual Event Reports: Submit at time of unusual event.

1.4 QUALITY ASSURANCE

- A. Scheduling Conference: State may conduct conference at Project site to review methods and procedures related to the Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including, but not limited to, phasing work, stages, area separations, interim milestones and beneficial occupancy.
4. Review delivery dates for State-furnished products.
5. Review submittal requirements and procedures.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for Project closeout and State startup procedures, including commissioning activities.
9. Review list of construction activities to be included in schedule.
10. Review procedures for updating schedule.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
 1. Use Microsoft Project or Primavera for current Windows operating system.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Completion of the Work.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 21 days.
 2. Indicate start and completion dates for the following as applicable:
 - a. Securing of approvals and permits required for performance of the Work.
 - b. Temporary facilities.
 - c. Construction of mock-ups, prototypes and samples.
 - d. State interfaces and furnishing of items, if any.
 - e. Regulatory agency approvals.
 - f. Punch list.
 3. Procurement Activities: Include procurement process activities for the long lead-time items and major items as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 4. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 6. Commissioning Time: Include no fewer than 15 days for commissioning.
 7. Punch List and Completion: Include not more than 30 days for completion of punch list items and Completion. No activities other than Startup, Testing and/or Commissioning shall be scheduled during this period.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

CONSTRUCTION PROGRESS DOCUMENTATION

1. Phasing: Arrange list of activities on schedule by phase (include , but not limit to the following).
 - a. Installation of devices
 - b. Landing devices per panel
 - c. Testing devices they are operational
 - d. Coordination of phasing
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Beneficial occupancy before Completion.
 - e. Use-of-premises restrictions.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Beneficial Occupancy, and Completion, and any milestones indicated in Document 00 73 00 "Supplementary Conditions".
- F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Completion percentage for each activity.
- G. Distribution of Approved Copies:
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made post in the same locations.

1.6 SHORT INTERVAL SCHEDULE

- A. Short Interval Scheduling (SIS) shall be used throughout onsite construction activity. Interval shall be a 3-week projection and shall include week submitted and two weeks thereafter. It shall contain sufficient detail to evaluate daily milestones and manpower/equipment loading and shall identify/tie into monthly updated Schedule.

1.7 RECOVERY SCHEDULE

- A. When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- B. Upon acceptance by the State, incorporate Recovery Schedule into Contractor's Construction Schedule.

1.8 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within 10 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.9 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
 - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.10 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a cost-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 45 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
 - 2. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Cost-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities.
 - a. Each activity cost shall reflect an appropriate value subject to approval by State.
 - b. Total cost assigned to activities shall equal the total Contract Sum.
- D. Contract Modifications:
 1. For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
 2. 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.
- E. Initial Issue of Schedule: Prepare network diagram(s) from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Dollar value of activity (coordinated with the schedule of values).
 10. Cash flow report calculated by early start, late start and indicating actual progress.
- F. Optional Schedule Reports: 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).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.

1.11 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 6. Testing and inspection.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
- B. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise State in advance when these events are known or predictable.
1. Submit unusual event reports directly to State within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Final Completion construction photographs.

1.2 SUBMITTALS

A. Digital Photographs: Submit image files within seven days of taking photographs.

1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based Project management software site:
 - a. Name and number of Project.
 - b. Date photograph was taken.
 - c. Description of location, vantage point, and direction.
 - d. Unique sequential identifier keyed to accompanying key plan.

1.3 CONSTRUCTION PHOTOGRAPHS

A. Photographer:

1. Engage Contractor's Project staff to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Restrictions: Only take photographs of areas of work. The photos of the fire systems and the parts that will be replaced will be allowed. Photos of lab working areas are not allowed.

D. Preconstruction Photographs: Before commencement of the Work, and in the presence of the State's Representative, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by State.

1. Take photographs to show existing conditions adjacent to property before starting the Work.
2. Take photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.

PHOTOGRAPHIC DOCUMENTATION

- E. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Electrical conduit.
- F. Periodic Construction Photographs: Take photographs monthly. Following suggestions by State, select vantage points to show status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take photographs after date of Completion for submission as Project Record Documents. State will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- ###### A.
- Submittals: Written and graphic information and physical samples that require State's responsive action. Submittals are those submittals indicated in individual Specification Sections. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL SCHEDULE

- ###### A.
- Submittal Schedule: Submit a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by State and additional time for handling and reviewing submittals required by those corrections.

1. Schedule submissions during the first 30 days after a date established for the Notice to Proceed and at least 21 days before dates reviewed submittals will be needed and within the time periods specified below.
 - a. Items needed in initial stages of Work or requiring long lead-time for ordering: 30 days.
 - b. Deferred Approval submittals, for review and approval by Regulatory Agencies such as but not limited to Office of the State Fire Marshal, Department of Health Care Access and Information, and Division of the State Architect, have long review periods. 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 Submittal and Construction Schedule to avoid delays: 60 days.
 - c. Major electrical, mechanical and equipment items other than those covered by Deferred Approval submittals: 60 days.
2. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
3. Initial Submittal Schedule: Submit within 10 days of date established for the Notice to Proceed. Include submittals required during the first 90 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
4. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

SUBMITTAL PROCEDURES

- a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
5. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Description of the Work covered.
 - d. Scheduled date for State's final release or approval.
 - e. Scheduled dates for purchasing.
 - f. Scheduled dates for installation.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of firm or entity that prepared submittal.
 5. Unique submittal number, including revision identifier.
 6. Submittal purpose and description.
 7. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 8. Drawing number and detail references, as appropriate.
 9. Indication of full or partial submittal.
 10. Location(s) where product is to be installed, as appropriate.
 11. Other necessary identification.
 12. Remarks.
 13. Signature of transmitter.
- B. Options: Identify options requiring selection by State.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by State on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

SUBMITTAL PROCEDURES

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. State reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on State's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 21 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. State will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 21 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from State's action stamp.
- E. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from State's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.

SUBMITTAL PROCEDURES

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit physical samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Where size of Samples is not specified, Samples should be of sufficient size and quantity to clearly illustrate functional characteristics of product or material, with integrally related parts and attachment devices.
 3. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 4. Web-Based Project Management Software: Prepare submittals to accompany Samples in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 5. Paper Transmittal: Include paper transmittal to accompany Samples, including complete submittal information indicated.
 6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of

SUBMITTAL PROCEDURES

materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. State will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:

SUBMITTAL PROCEDURES

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to State.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional licensed to practice in the State of California, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
 2. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as original Drawings.

SUBMITTAL PROCEDURES

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to State.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. State will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 STATE'S REVIEW

- A. Submittals: State will review each submittal, indicate corrections or revisions required, and return.
 - 1. Submittals by Web-Based Project Management Software: State will indicate, on Project management software website, the appropriate action.
 - a. Actions taken by indication on Project management software website have the following meanings:
 - 1) No Exception Taken: Where the submittal is marked "No Exception Taken," the Work covered by the submittal may proceed, provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 - 2) Exception, See Comments: Where the submittal is marked "Exception, See Comments," the Work covered by the submittal may proceed, provided it complies both with State's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 - 3) Revise and Resubmit: Where the submittal is marked "Revise and Resubmit," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to State's notations and corrections.
 - 4) Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from State.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. State will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by State without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 35 53

SECURITY PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Special requirements for California Department of Justice project applicable to the Riverside Forensic Lab; hereinafter referred to as Site. Security regulations include, but are not limited to, the given provisions in this Section.

1.2 DEFINITIONS

- A. Site Representative: An employee of the California Department of Justice who is assigned to the Project to maintain required security procedures on the Project Work Site.
- B. Construction Personnel: Any individual person, employed directly or indirectly by the Contractor to perform work or provide services in connection with the Work of this Contract.

1.3 SUBMITTALS

- A. Submit a list of Construction Personnel who will be working on Project site. Submit as early as possible to avoid scheduling delays and no later than 10 calendar days after Notice to Proceed.

1. Listing shall include the following information:

- a. Full name, including middle name.
- b. Name of issuing state and number of driver's license or non-driver's identifications card.
- c. Employed by.

2. Site Representative will provide a Request for Live Scan Service, State of California, BCIA 8016 form, to those seeking clearance. Complete the form and provide it to a Live Scan provider.

- a. Live Scan Locations: <https://oag.ca.gov/fingerprints/locations>.

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

4. Those seeking clearance are to hand deliver the bottom portion of the BCIA form to the Site Representative.

5. After findings are submitted to the Site by DOJ, a Site Representative will provide notification of access approval or denial.

SECURITY PROCEDURES

1.4 SECURITY

- A. General: Site has sensitive equipment and evidence in same general area as Contractor's work area.
- B. Cooperation: Cooperate with the Site authorities/ State, observe and comply with all regulations presently in force on the Site, and do not cause interference with operations of existing or completed areas of the Site.
- C. Personnel: Construction Personnel are required to submit fingerprinting. Contractor will be responsible for ensuring that its personnel read and comply with Site regulations.
- D. No firearms, narcotics, drugs, intoxicants, or other restricted materials shall be allowed on Site.
- E. Contractor Identification: Develop a company identification card for Construction Personnel that have been cleared through the Live Scan process that are 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 personnel. I.D. card shall contain affixed minimum 1" x 1-1/2" full face photograph of personnel. Construction Personnel will not be permitted access to Site without this I.D. card.
- F. Occupied Facilities: Occupied facilities are those facilities, existing or new, which have employee occupants. The following restrictions apply to all occupied areas.
 - 1. Construction Personnel will not be permitted into any occupied area without being escorted at all times by a Site Representative.
 - 2. Personnel going into occupied areas must have both Contractor identification and valid California identification.
 - 3. Work conducted in occupied portions of Site must be carefully coordinated with Site Representative at minimum 2 weeks 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.
- G. Vehicle Security:
 - 1. All persons shall remove ignition keys from their vehicles when they are out of vehicle. Unattended vehicles shall be locked at all times.
 - 2. Contractor's equipment shall be rendered temporarily inoperative when not in use, by locking and/or other means.
- H. Deliveries: When scheduling delivery of materials or equipment to site other than during Normal Work Hours, alert State one working day ahead of delivery so that arrangements can be made to provide entrance to Site. Contractor must have a representative present to receive deliveries.

1.5 USE OF PROPERTY

- A. 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 Site regulations.
 - 1. Access to Site shall be as directed by State.

SECURITY PROCEDURES

- B. Clear access for emergency vehicles shall be maintained at all times.
- C. Utilities: Utilities shall not be interrupted except with approval of State. Provide (2) two weeks written notice prior to interruptions. Schedule interruptions to minimize duration and disruption to existing operations.

1.6 NOT USED

1.7 NOT USED

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by State, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- B. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- C. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- D. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by State.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to State.

QUALITY REQUIREMENTS

- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional registered to practice in the State of California, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the State regarding the conflict. Use the requirement(s) that is/are more stringent and/or of higher quality and/or higher quantity.

1.5 SUBMITTALS

- A. Reports: Prepare and submit certified written reports, products test reports, and documents as required and/or specified.
- B. Permits, Licenses, and Certificates: For State's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's or Factory-Authorized Service Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement of whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of California or jurisdiction where Project is located, and who has minimum of five years of experience in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

- A. State Responsibilities: Where quality-control services are indicated as State's responsibility, State will engage a qualified testing agency to perform these services.
 - 1. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
 - 2. Tests and inspections shall be performed by State's testing laboratory in conformance with California Code of Regulations, Title 24 as noted in individual specifications sections.
- B. Contractor Responsibilities: Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by State, unless agreed to in writing by State.
 - b. 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.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

QUALITY REQUIREMENTS

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. The State 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 a written notice, the State may correct same and charge the expenses to Contractor.
- H. 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, Contractor 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 to the Contractor.

1.9 SPECIAL INSPECTIONS AND TESTS

- A. Special Inspections and Tests: State will engage a qualified testing agency and/or special inspector to conduct special inspections and tests required by authorities having jurisdiction as the responsibility of State.

QUALITY REQUIREMENTS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

- A. 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.
- B. When additional testing services are needed for Contractor's convenience, employ and pay for services of separate, equally qualified independent testing laboratory; or arrange with State's laboratory and pay for additional samples and tests required for Contractor's convenience.
- C. Prepare each system for testing. Cooperate with testing agency and provide access to equipment and systems. Operate systems at designated times, and under conditions required for proper testing.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, fire safety, and security and protection facilities.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, State, testing agencies, and authorities having jurisdiction.

1.3 SUBMITTALS

- A. Fire-Safety Program and Site Safety Plan: Show compliance with requirements of NFPA 241, California Fire Code Chapter 33, and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program. Include the following in Site Safety Plan:
 - 1. Name and contact information of site safety director.
 - 2. Documentation of the training of the site safety director and fire watch personnel.
 - 3. Procedures for reporting emergencies.
 - 4. Fire department vehicle access routes.
 - 5. Location of fire protection equipment, including portable fire extinguishers, standpipes, fire department connections and fire hydrants.
 - 6. Smoking and cooking policies, designated areas to be used where approved, and signage locations.
 - 7. Location and safety considerations for temporary heating equipment.
 - 8. Hot work permit plan.
 - 9. Plans for control of combustible waste material.
 - 10. Locations and methods for storage and use of flammable and combustible liquids and other hazardous materials.
 - 11. Provisions for site security.
 - 12. Changes that affect this plan.
 - 13. Other site-specific information required by the authorities having jurisdiction.

1.4 NOT USED

1.5 NOT USED

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices for the State Use: Not required.
- B. Field Office for Contractor use: Contractor may provide at their expense field office facilities for Contractor's use as desired.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. See other Sections for disposition of salvaged materials that are designated as State's property.

3.2 NOT USED

3.3 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Connect to State's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to State. At Completion of the Work, restore these facilities to condition existing before initial use.
 - 1. Water is available from existing sources on site, and will be free of charge for construction operations.
- B. Sanitary Facilities: Toilets, wash facilities, is available for use of construction personnel.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- D. Electric Power Service: Connect to State's existing electric power service. Maintain equipment in a condition acceptable to State.
1. Connect temporary service to State's existing power source, as directed by State.
 2. Utilize designated area within existing building for temporary facilities.
 - a. Spaces used by Contractor and subcontractors for materials storage and/or staging within building, shall be protected and restored before completion of Contract to prior existing or better than prior existing condition.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site, except those indicated to be removed or altered. Repair damage to existing facilities.

3.5 NOT USED

3.6 NOT USED

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a substitution request, if applicable.
- D. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."
- E. Substitution: Refer to Section 01 25 00 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

PRODUCT REQUIREMENTS

- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
 - 3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.4 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
 - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
 - 2. Store products to allow for inspection and measurement of quantity or counting of units.
 - 3. Store materials in a manner that will not endanger Project structure.
 - 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.

5. Store loose granular materials on solid surfaces in well-drained area; prevent mixing with foreign matter.
6. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
8. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the State or endorsed by manufacturer to State.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for State and issued in the name of the State or endorsed by manufacturer to State.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Components required to be supplied in quantity within individual Specification Sections shall be the same and shall be interchangeable.
 3. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 4. State reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 5. Where products are accompanied by the term "as selected," State will make selection.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

PRODUCT REQUIREMENTS

7. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," comply with requirements in Section 01 25 00 "Substitution Procedures" to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by State in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the State, whose determination is final.
 - b. 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.

B. Product Selection Procedures:

1. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is considered a substitution.
 2. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is considered a substitution.
 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by State from manufacturer's full range" or a similar phrase, select a product that complies with requirements. State will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- D. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
1. Select products for which sustainable design documentation submittals are available from manufacturer.

PART 3 - EXECUTION (Not Used)

END OF SECTION

FORM 01 74 19.01 CONSTRUCTION WASTE ESTIMATE

This form must be completed by the Contractor. Attach additional sheets if necessary. Waste categories appropriate for diversion from landfill shall include but not be limited to categories listed below. Edit the list to suit Project's scope.

PROJECT NAME: _____ PROJECT NUMBER: _____

CONTRACTOR'S / VENDOR'S NAME: _____ 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				
Metal (non-ferrous)	LBS				
Paint	CF				
Rigid Foam	CF				
Glass	CF				
Plastics	CF				
Carper and Pad	SY				
Beverage Containers	LBS				
Insulation	CF				
Gypsum Board	CF				
Porcelain Plumbing Fixtures	EA				
Fluorescent Light Tubes	EA				

FORM 01 74 19.02 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					
Metal (non-ferrous)	LBS					
Paint	CF					
Rigid Foam	CF					
Glass	CF					
Plastics	CF					
Carper and Pad	SY					
Beverage Containers	LBS					
Insulation	CF					
Gypsum Board	CF					
Porcelain Plumbing Fixtures	EA					
Fluorescent Light Tubes	EA					

FORM 01 74 19.02 WASTE MANAGEMENT REPORT

COST/INCOME

Waste Material (edit to suit)	Unit	Receiving Facility	Landfill Cost in \$			Reused in \$		Recycled in \$	
			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								
Metal (non-ferrous)	LBS								
Paint	CF								
Rigid Foam	CF								
Glass	CF								
Plastics	CF								
Carper and Pad	SY								
Beverage Containers	LBS								
Insulation	CF								
Gypsum Board	CF								
Porcelain Plumbing Fixtures	EA								
Fluorescent Light Tubes	EA								
TOTAL:									

SECTION 01 74 20

RECYCLED CONTENT CERTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the recycled content certification.

1.2 REFERENCES

- A. State Agency Buy Recycled Campaign: <https://www.calrecycle.ca.gov/buyrecycled/stateagency>.
 - 1. Access this website for information on the Buy Recycled Campaign.

1.3 DEFINITIONS

- A. Product Categories: Recycled content categories identified for purchasing and reporting of products.
 - 1. Paper products.
 - 2. Printing and writing papers.
 - 3. Soil amendments and toppings.
 - 4. Erosion control products.
 - 5. Glass products.
 - 6. Lubricating oils.
 - 7. Plastic products.
 - 8. Paint.
 - 9. Tires.
 - 10. Tire-derived products.
 - 11. Antifreeze.
 - 12. Metals.
 - 13. Carpet.
 - 14. Pavement surfacing.
 - 15. Building finishes.
 - 16. Textiles.
- B. Recycled Content Product (RCP): All materials, goods, and supplies that are from one of the sixteen (16) Product Categories that meet the requirements identified in Public Contract Code, Section 12209, including any good or material that has been reused or refurbished without substantial alteration of its original form. For reused or refurbished products, there is no minimum content requirement.
- C. Non-Recycled Content Product (non-RCP): All materials, goods, and supplies that are from one of the sixteen (16) Product Categories having no recycled content or less than the minimum content or not meeting recyclability requirements, as identified in Public Contract Code, Section 12209.

RECYCLED CONTENT CERTIFICATION

1.4 REQUIREMENTS

A. Recycled content reporting for the Project.

1. Document and report the percentage of recycled content in materials, products, equipment and furnishings installed and provided for this Project.
2. State Agency Buy Recycled Campaign (SABRC) is a joint effort between the Department of General Services and the California's Department of Resources Recycling and Recovery (CalRecycle) to implement State law. Public Contract Code, Sections 12200-12320, requires State agencies to purchase recycled content products instead of non-recycled content products in sixteen (16) product categories whenever price, quality, and availability are comparable, to ensure that a minimum percentage of purchases in those categories have recycled content, and report these purchases annually to CalRecycle. This certification and reporting are utilized to comply with those requirements.
3. State and State's contractor(s) are required to purchase recycled content products in sufficient quantities to ensure that mandated recycled content products procurement goals are attained within sixteen (16) product categories.
4. The sixteen (16) product categories and their respective minimum postconsumer-content requirements are outlined in SABRC Handout on CalRecycle website: <https://www2.calrecycle.ca.gov/Docs/Web/114687>.
5. In order to help state agencies identify all reportable purchases and all reportable recycled content products purchases, Contractor is mandated by the Public Contract Code, Section 12205 to certify in writing to the State the minimum percentage, if not the exact percentage, of postconsumer recycled-content material in the products, materials, goods, and supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code, Section 12209.
6. All products that can be classified as being in one of the sixteen (16) categories must be included in the reporting, whether the product is recycled content products or non-recycled content products. Only products that can be classified in one of the categories shall be reported.

1.5 SUBMITTALS

A. Form 01 74 20.01 "Recycled Content Certification Worksheet": Submit with each product submittal from one of the sixteen (16) Product Categories, containing the following information:

1. Product Description, with applicable specification section of product.
2. Quantity of product.
3. Estimated material dollar value including any taxes and delivery cost.
4. Designate the Product Category for each product listed.
5. Designate whether product is a Recycled Content Product.
6. Estimate of percentage of material content.
7. 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. Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary": Submit with each product submittal from one of the sixteen (16) Product Categories, containing the following information:

1. Product Category.
2. All reportable purchases, quantity and dollar value including any taxes and delivery cost.
3. Recycled Content Product purchases, quantity and dollar value including any taxes and delivery cost.

RECYCLED CONTENT CERTIFICATION

4. Percent of Recycled Content Product purchases, quantity and dollar value including any taxes and delivery cost.

1.6 CLASSIFICATION OF PRODUCTS

- A. Recycled content products and non-recycled content products that are made from multiple material types should be reported in the product category of the material type representing most of the product.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. Recycled Content Manager: Designate an individual responsible for instructing suppliers and subcontractors, and overseeing and documenting results of Recycled Content Certification for the Project.
- B. Recycled Content Manager shall document results of submitted Form 01 74 20.01 "Recycled Content Certification Worksheets" on the Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary", in total for each product category. Only reportable products from one of the sixteen (16) categories should be recorded.
- C. Distribution:
 1. Recycled Content Manager shall insure that Form 01 74 20.01 "Recycled Content Certification Worksheet" is submitted with each product submittal from one of the sixteen (16) Product Categories or at intervals agreed to by the State's Representative for monitoring of the program.
 2. Recycled Content Manager shall provide copies of the Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary" at intervals agreed to by the State's Representative for monitoring of the program. At the conclusion of the construction and prior to final payment, Recycled Content Manager shall provide a copy of the final Form 01 74 20.02 "State Agency Buy Recycled Campaign Procurement Summary" under provisions of Section 01 77 00 "Closeout Procedures".

3.2 ATTACHMENTS

- A. Form 01 74 20.01: Recycled Content Certification Worksheet (Example).
 1. An example of a completed form is attached for Contractor's reference. An electronic version of this form for Contractor's use will be provided by the State at the Project start meeting.
- B. Form 01 74 20.02: State Agency Buy Recycled Campaign Procurement Summary (Example).
 1. An example of a completed form is attached for Contractor's reference. An electronic version of this form for Contractor's use will be provided by the State at the Project start meeting.

END OF SECTION

FORM 01 74 20.01 RECYCLED CONTENT CERTIFICATION WORKSHEET

This form must be completed by the contractor. The contractor must submit a 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 16 categories. Refer to footnotes following this form.

PROJECT NAME: _____ **PROJECT NUMBER:** _____

CONTRACTOR'S / VENDOR'S NAME: _____ **DATE:** _____

ADDRESS: _____ **PROJECT DIRECTOR:** _____

PHONE: _____ **EMAIL:** _____

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

Public Contract Code Section 12205 (b) requires all businesses to certify in writing, under penalty of perjury, the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State.

Public Contract Code Section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State.

Printed name of person completing form

Title

Signature of person completing form

RECYCLED CONTENT CERTIFICATION WORKSHEET

RESDMSTR: 3/31/2025

01 74 20.01 - 1

000000000013371

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 | 7. Plastic products | 13. Carpet |
| 2. Printing and writing papers | 8. Paint | 14. Pavement surfacing |
| 3. Soil amendments and toppings | 9. Tires | 15. Building finishes |
| 4. Erosion control products | 10. Tire-derived products | 16. Textiles |
| 5. Glass products | 11. Antifreeze | |
| 6. Lubricating oils | 12. Metal | |

Minimum content and recyclability requirements for the above product categories are identified in Public Contract Code, Section 12209. For reused or refurbished products, there is no minimum content requirement.

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.

FORM 01 74 20.02 STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY (EXAMPLE)

Attach copies of the recycled-content certification form(s) and/or other documentation for each product that contains any amount of recycled material. Refer to footnotes following this form.

PROJECT NAME: Visitor's Non-Secure Entrance, Statewide Youth Correctional Agency **PROJECT NUMBER:** 000000000001234

CONTRACTOR'S / VENDOR'S NAME: XYZ Contractors **DATE:** December 1, 2024

ADDRESS: 4300 Pleasant Valley Dr, Lincoln Logs, CA 95000 **PROJECT DIRECTOR:** (AS NAMED)

PHONE: (123) 456-7890 **EMAIL:** Super.Intendent@xyzcont.com

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%
Soil amendments and toppings	0(cu yd)	\$ 0.00	0(cu yd)	\$ 0.00	0%	0%
Erosion control products		\$ 20,000.00		\$ 20,000.00		100%
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	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%
Antifreeze	0(gal)	\$ 0.00	0(gal)	\$ 0.00	0%	0%
Metal		\$ 11,000.00		\$ 6,000.00		54%
Carpet	12,000 (sq ft)	\$ 78,000.00	4,000 (sq ft)	\$ 42,000.00	33%	54%
Pavement surfacing	150 (ton)	\$50,000	75 (ton)	\$ 20,000.00	50%	40%

STATE AGENCY BUY RECYCLED CAMPAIGN PROCUREMENT SUMMARY (EXAMPLE)

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
Building finishes		\$ 25,000.00		\$ 5,000.00		20%
Textiles		\$12,000.00		\$2,000.00		17%
		Total ⁸ : \$ 263,000		Total ⁹ : \$ 116,000		Total ¹⁰ : 44.1%

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 16 product categories. RCPs outside of the 16 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 percentage 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.

SECTION 01 75 00

STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Procedures for starting, testing, adjusting, and balancing of the following systems:
 - a. Fire Alarm System and control unit.

1.2 SUBMITTALS

A. Sequencing Schedule:

1. Preliminary schedule listing times and dates for start-up of each item of equipment, in sequence: Submit two weeks prior to proposed dates. Accepted Schedule shall be the sequencing schedule.

B. Reports:

1. Submit manufacturer authorized representative's reports within one week after start-up, listing start-up dates.
2. Submit final reports of testing and adjusting performed. Submit reports of testing and adjusting which are postponed due to seasonal, climatic, occupancy, or other reasons beyond Contractor's control, promptly after execution of those services.

C. Qualification Statements: For manufacturer's authorized representative.

1.3 QUALITY ASSURANCE

A. When specified in individual Specifications Sections, require manufacturer to provide authorized representative to be present at site to perform the following:

1. Inspect, check, and approve equipment or system installation prior to start-up.
2. Supervise placing equipment or system in operation.
3. Provide written report that equipment or system has been properly installed and is functioning correctly.

B. Provide instruments required for testing and adjusting operations. Make instruments available to the State Construction Inspector to facilitate spot checks during testing. Retain possession of instruments and remove upon completion of services.

1.4 PROJECT CONDITIONS

A. Not Used.

STARTING AND ADJUSTING

- B. Ensure excess packing and shipping bolts are removed.
- C. Ensure interdependent systems have been checked and are operational.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

- A. Prepare each system for testing.
- B. Comply with procedural standards of certifying association under whose standards service will be performed. Accurately record data for each step.
- C. Report to State Construction Inspector about defects or deficiencies noted during performance of services.

3.2 EXAMINATION

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

3.3 PREPARATION

- A. Coordinate sequence of start-up for various items of equipment.
- B. Notify the State Inspector seven (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 control systems are fully operational in automatic mode.
- E. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- F. Verify that wiring and support components for equipment, motors and controls are complete and tested.

3.4 STARTING SYSTEMS

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

END OF SECTION

STATE DEPARTMENT AND CONTRACT INFORMATION							
State Department Information		Contract Information		Prime Contractor Information:		FOR STATE USE ONLY	
State Department Name:		Contract #:		Name:		Date Received:	
State Department Address:		FISCAL Supplier ID#:		Address:			
Contract Manager Name:		Contract Execution Date:		Phone #:			
Contract Manager Phone #:		Date Work Completed:		Email:			
Contract Manager Email Address:		Contract Award Amount:		Date Last Payment Received:			
				Contract Received Amount:			
SECTION 3							
List all Disabled Veteran Business Enterprise firms involved with this contract.							
(A) DVBE Subcontractor(s) Name	(B) DVBE Subcontractor(s) Address	(C) DVBE Certification ID Number	(D) Total Contract Commitment Percentage to DVBE	(E) Total Contract Commitment Amount to DVBE	(F) Total Payment Amount to DVBE	(G) Difference in Amount Paid to DVBE (F - E)	(H) Percentage Paid to DVBE (F/Contract Received Amount)
Number of DVBE Subcontractors			Grand Total	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
1.			0.00%			0.00	0.00%
2.			0.00%			0.00	0.00%
3.			0.00%			0.00	0.00%
4.			0.00%			0.00	0.00%
5.			0.00%			0.00	0.00%
6.			0.00%			0.00	0.00%
7.			0.00%			0.00	0.00%
8.			0.00%			0.00	0.00%
9.			0.00%			0.00	0.00%
10.			0.00%			0.00	0.00%
11.			0.00%			0.00	0.00%
12.			0.00%			0.00	0.00%
13.			0.00%			0.00	0.00%
(I) Comments/Explanations							
Use next page for additional lines							
I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct.							
Prime Contractor	Print Name:					Date:	
	Title:						
	Signature:						
Return upon completion of contract.							
Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at OSDSReports@dgs.ca.gov							

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) 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			Total	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
14.			0.00%			0.00	0.00%
15.			0.00%			0.00	0.00%
16.			0.00%			0.00	0.00%
17.			0.00%			0.00	0.00%
18.			0.00%			0.00	0.00%
19.			0.00%			0.00	0.00%
20.			0.00%			0.00	0.00%
21.			0.00%			0.00	0.00%
22.			0.00%			0.00	0.00%
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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 FISCAL Supplier ID Number: Enter your FISCAL supplier ID number

Contract Execution Date: Enter the date contract was signed

Date Work Completed: Enter the date the work was completed on the contract

Contract Award Amount: Enter the total dollar amount awarded for this contract including all financial amendments

State of California
 Department of General Services Procurement Division
 Prime Contractor's Certification - DVBE Subcontracting
 Report STD 817, Formerly DGS PD 810P
 (Rev. 10/2021)

Form Completion Instructions

Prime Contractor Information:

Prime Contractor Name: Enter your name as shown on the contract

Prime Contractor Address: Enter your address

Phone Number: Enter your number (with area code)

Email Address: Enter your email address

Date Last Payment Received: Enter the date the last payment for work performed was received

Contract Received Amount: Enter the dollar amount of the last payment received

For State Use Only

Date STD 817 Received: Enter date the Contract Manager received the STD 817 from the Prime Contractor

TABLE INSTRUCTIONS

A) DVBE Subcontractor(s) Name: Enter the name of all DVBEs that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s). (Use additional lines if the name does not fit on a single line) Use page two for additional lines.

B) DVBE Subcontractor(s) Address: Enter the address of each DVBE (Use page 2 for additional lines if address does not fit on a single line)

C) DVBE Certification ID Number: Enter each DVBE's certification number

D) Total Contract Commitment Percentage to DVBE: Enter the total percentage of contracted dollars to each DVBE at the time of award

E) Total Contract Commitment Amount to DVBE: Enter the entire amount contracted to each DVBE at the time of award

F) Total Payment Amount to DVBE: Enter the total amount paid to all DVBEs that performed an element of work or were suppliers for this contract

Form Completion Instructions

Note: Complete and accurate certifications are due upon completion of contract.

G) Difference in Amount Paid to DVBE: The form will compute the difference of DVBE dollars contracted compared to dollars paid

H) Percentage Paid to DVBE: The form will compute the percentage paid to DVBEs using the Contract Received Amount entered under State and Contract Information

Instructions I

I) Comments/Explanations: Enter any relevant comments and explanations for any differences between the DVBE amounts or percentages committed and paid. Reference the line number if comments and explanations are used.

SIGNATURE BLOCK

Prime Contractor's Signature: Enter your printed name, title, sign with an electronic signature or a wet signature, and date

FORM 01 77 00.02 CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS PARTICIPATION

State of California · Department of General Services

☐ **PRELIMINARY REPORT**

CONTRACTOR'S CERTIFICATION OF SMALL BUSINESS (SB) PARTICIPATION

☐ **FINAL REPORT**

CONTRACT NUMBER		PROJECT NUMBER		CONTRACT COMPLETION DATE		CONTRACT ACCEPTANCE DATE	
PRIME CONTRACTOR			ORIGINAL CONTRACT AMOUNT			FINAL CONTRACT AMOUNT	
DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	SB BUSINESS NAME AND ADDRESS	SB CERT. NO.	SB CONTRACT PAYMENTS				
			PAYMENT AMOUNT	DATE WORK COMPLETED	DATE OF FINAL PAYMENT	COMMENTS	
TOTAL \$							

ORIGINAL SMALL BUSINESS COMMITMENT: _____%

ACTUAL SMALL BUSINESS ACHIEVED: _____%

Page ____ of ____

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing State's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, products and equipment.
 - 2. Demonstration and training video recordings.

1.2 SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Submit a minimum of 6 weeks prior to requesting inspection for determining date of Completion of the Work.
 - 2. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, within seven days of end training, submit list of participants and length of instruction time.
 - 1. At completion of training, submit complete training manual(s) for State's use prepared in same PDF file format required for operation and maintenance manuals.

1.3 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.

1.4 COORDINATION

- A. Coordinate instruction schedule with State's operations. Adjust schedule as required to minimize disrupting State's operations and to ensure availability of State's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and accepted by State.

DEMONSTRATION AND TRAINING

1.5 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.

- l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.6 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 77 00 "Closeout Procedures."
- B. Set up instructional equipment at instruction location.

1.7 INSTRUCTION

- A. Engage qualified instructors to instruct State's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. State will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction for all seasons of operations.
 - 1. Schedule training with State with at least 14 days' advance notice.

DEMONSTRATION AND TRAINING

2. All demonstration and training shall be completed prior to requesting final inspection.
- C. Time Allocated for Instructions: Amount of time required for instruction on each item of equipment and system shall be as specified in individual Sections, and not less than two hours.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
 1. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.
- E. Cleanup: Collect used and leftover educational materials and give them to State. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.8 NOT USED

PART 2 - EXECUTION (Not Used)

END OF SECTION

10 February 2026
Plan Check Submittal

**FIRE ALARM REPLACEMENT
RIVERSIDE FORENSIC LABORATORY, DEPARTMENT OF
JUSTICE (DOJ)
RIVERSIDE, CALIFORNIA**

SPECIFICATIONS

Prepared for:

**STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES**
Project Management & Development Branch (PMDB)
707 Third Street, Fourth Floor
West Sacramento, California 96505

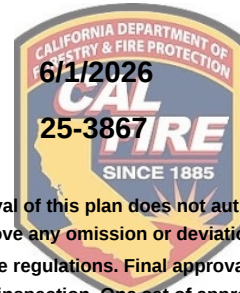


Prepared by:



J.C. CHANG & ASSOCIATES, INC.
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Torrance, California 90501
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www.jccainc.com

OFFICE OF THE STATE FIRE MARSHAL
APPROVED FIRE AND PANIC ONLY



Approval of this plan does not authorize or
approve any omission or deviation from
applicable regulations. Final approval is subject
to field inspection. One set of approved plans
shall be available on the project site at all times.

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PROJECT TITLE: Fire Alarm Replacement, Riverside Forensic Laboratory,
Department of Justice (DOJ)

CLIENT AGENCY: Department of General Services (DGS)

LOCATION: Department of Justice - Riverside
7425 Mission Blvd,
Riverside, CA 92509

PROJECT DIRECTOR: Sabina Wiley
Project Director II
Department of General Services (DGS)
707 Third Street, Fourth Floor
West Sacramento, California 96505
(279) 799-3936

Date Signed: 02/10/2026 		
Sevag Avanesian, PE ELECTRICAL ENGINEER		
		AUTHORITY HAVING JURISDICTION

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SECTION 02 41 19
SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before Work begins.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Owner will occupy all buildings and areas on site throughout the project, including the areas of selective demolition. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is expected that hazardous materials will be encountered in the Work. Hazardous Materials may include lead based paints, asbestos or other hazardous materials.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations as much as possible. Coordinate interruptions to fire-protection facilities with owner no less than five days prior to interruption.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Ensure that removal, replacement, patch, and repair activities do not reduce the security of secure walls and ceilings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect of record.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations. Contractor responsible for Structural Engineer survey.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner shall arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SELECTIVE DEMOLITION
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SECTION 03 30 53

MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.

1.4 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. Comply with the following sections of ACI 301 unless modified by requirements in the Contract Documents:
 - 1. "General Requirements."
 - 2. "Formwork and Formwork Accessories."
 - 3. "Reinforcement and Reinforcement Supports."
 - 4. "Concrete Mixtures."
 - 5. "Handling, Placing, and Constructing."
- B. Comply with ACI 117.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.

2.3 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150/C 150M, Type II or Type V.
 - 2. Fly Ash: ASTM C 618, Class C or F.
- C. Normal-Weight Aggregate: ASTM C 33/C 33M, 1-1/2-inch nominal maximum aggregate size.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Water: ASTM C 94/C 94M.

2.4 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.5 CONCRETE MIXTURES

- A. Comply with ACI 301.
- B. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Maximum W/C Ratio: 0.50.

3. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
4. Slump Limit: 4 inches, plus or minus 1 inch.
5. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of trowel-finished floor slabs to exceed 3 percent.

2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 1. When air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

3.5 CONCRETE PLACEMENT

- A. Comply with ACI 301 for placing concrete.
- B. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
- C. Consolidate concrete with mechanical vibrating equipment according to ACI 301.
- D. Equipment Bases and Foundations:
 - 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
 - 2. Construct concrete bases 6 inches high unless otherwise indicated; and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
 - 3. Minimum Compressive Strength: 3000 psi at 28 days.
 - 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
 - 5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor them into structural concrete substrate.
 - 6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding 1/2 inch.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.
 - 1. Apply to concrete surfaces exposed to public view.

- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.7 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface.
 - 1. Do not further disturb surfaces before starting finishing operations.
- C. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to slab surfaces exposed to view.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

- Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.
- B. Tests: Perform according to ACI 301 (ACI 301M).
 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.

END OF SECTION 03 30 53

SECTION 07 84 13
PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.
 - 2. Penetrations in horizontal assemblies.
 - 3. Penetrations in smoke barriers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek Group in its "Directory of Listed Building Products."
 - 3) FM Global in its "Building Materials Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.
 - 2. T-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
 - 3. W-Rating: Provide penetration firestopping systems showing no evidence of water leakage when tested according to UL 1479.
- D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.
 - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.
- F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.
 - 1. Permanent forming/damming/backing materials.
 - 2. Substrate primers.
 - 3. Collars.
 - 4. Steel sleeves.

2.3 FILL MATERIALS

- A. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- B. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- C. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.

- D. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- E. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- F. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

2.4 MIXING

- A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION

- A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- C. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

- A. Owner may engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.5 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

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SECTION 092900

GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section is provided to indicate performance requirements for patching and repair of existing Gypsum Board construction. Contractor is responsible for field verification of existing conditions and repairing to match existing, based on the performance requirements indicated in this Section applicable to the existing condition.
- B. Section Includes:
 - 1. Interior gypsum board.

1.3 ACTION SUBMITTALS

- A. Product Data.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C1396/C1396M.
 1. Thickness: 1/2 inch.
 2. Long Edges: Tapered.
- B. Gypsum Board, Type X: ASTM C1396/C1396M.
 1. Thickness: 5/8 inch.
 2. Long Edges: Tapered.
- C. Gypsum Ceiling Board: ASTM C1396/C1396M.
 1. Thickness: 1/2 inch.
 2. Long Edges: Tapered.
- D. Foil-Backed Gypsum Board: ASTM C1396/C1396M.
 1. Core: 5/8 inch, Type X.
 2. Long Edges: Tapered.
- E. Abuse-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested according to ASTM C1629/C1629M.
 1. Core: 5/8 inch, Type X.

2. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 3. Indentation: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 4. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 5. Long Edges: Tapered.
 6. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.
- F. Impact-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested according to ASTM C1629/C1629M.
1. Core: 5/8 inch, Type X.
 2. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 3. Indentation: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 4. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 5. Hard-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 3 requirements according to test in Annex A1.
 6. Long Edges: Tapered.
 7. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.
- G. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
1. Core: As required.
 2. Long Edges: Tapered.
 3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.4 SPECIALTY GYPSUM BOARD

- A. Glass-Mat Interior Gypsum Board: ASTM C1658/C1658M. With fiberglass mat laminated to both sides. Specifically designed for interior use.
1. Core: As required.
 2. Long Edges: Tapered.
 3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.
- B. Acoustically Enhanced Gypsum Board: ASTM C1396/C1396M. Multilayer products constructed of two layers of gypsum boards sandwiching a viscoelastic sound-absorbing polymer core.
1. Core: As required.
 2. Long Edges: Tapered.
- C. Skim-Coated Gypsum Board: ASTM C1396/C1396M. Manufactured with a factory-applied skim coat.
1. Core: 5/8 inch, Type X.
 2. Long Edges: Tapered.

2.5 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.
 - h. Base-of-Wall Galvanized Moisture Barrier Trim: Galvanized-steel sheet.
 - i. Base-of-Wall PVC Moisture Barrier Trim: Extruded PVC.

B. Exterior Trim: ASTM C1047.

1. Material: Hot-dip galvanized-steel sheet, plastic, or rolled zinc.
2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening.

C. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B221, Alloy 6063-T5.

2.6 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Exterior Gypsum Soffit Board: Paper.
3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
4. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.

2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

2.7 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

2.8 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Polystyrene Aggregate Ceiling Finish: Water-based, job-mixed, polystyrene aggregate finish with flame-spread and smoke-developed indexes of not more than 25 when tested according to ASTM E84.
 1. Texture: Fine.
- C. Aggregate Finish: Water-based, job-mixed, aggregated, drying-type texture finish for spray application.
 1. Texture: Light spatter.
- D. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.

1. Texture: Spatter.
- E. Acoustical Finish: Water-based, chemical-setting or drying-type, job-mixed texture finish for spray application.
 1. Application Thickness: 1/2 inch.
 2. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 50 or less.
 3. NRC: 0.55 according to ASTM C423.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.

- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Single-Layer Application:

- 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
- 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
- 3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
- 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

B. Multilayer Application:

- 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing

member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.

- C. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.
- D. Curved Surfaces:
 - 1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch- long straight sections at ends of curves and tangent to them.
 - 2. For double-layer construction, fasten base layer to studs with screws 16 inches o.c. Center gypsum board face layer over joints in base layer, and fasten to studs with screws spaced 12 inches o.c.

3.4 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install to match existing locations.
- C. Aluminum Trim: Install to match existing locations.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to match existing.
- E. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.
- F. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.
- G. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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SECTION 099100
INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include preparation requirements and application instructions.
 - 2. Indicate VOC content.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.4 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each paint product from single source from single manufacturer.

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Behr Process Corporation.
2. Benjamin Moore & Co.
3. California Paints.
4. Dunn-Edwards Corporation.
5. Frazee Paint; Comex Group.
6. Glidden Professional.

2.2 PAINT PRODUCTS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards and shall be listed in its "MPI Approved Products Lists."

- B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

- C. Colors: to match existing condition.

1. Twenty percent of surface area will be painted with deep tones.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Fiber-Cement Board: 12 percent.
3. Masonry (Clay and CMUs): 12 percent.
4. Wood: 15 percent.
5. Gypsum Board: 12 percent.
6. Plaster: 12 percent.

- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

- D. Plaster Substrates: Verify that plaster is fully cured.

- E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- F. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 INSTALLATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

D. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms:
 - a. Conduit hangers and supports.
 - b. Metal conduit.
2. Paint the following work where exposed in occupied spaces:
 - a. Conduit Pipe hangers and supports.
 - b. Metal conduit.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 - 3. Allow empty paint cans to dry before disposal.
 - 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Institutional Low-Odor/VOC Latex System MPI INT 3.1M:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.
 - 2. Concrete Stain System MPI INT 3.1K:

B. Concrete Substrates, Traffic Surfaces:

1. Water-Based Concrete Floor Sealer System MPI INT 3.2G:

- a. First Coat: Sealer, water based, for concrete floors, matching topcoat.
- b. Topcoat: Sealer, water based, for concrete floors, MPI #99.

C. Cement Board Substrates:

- a. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.
- b. Topcoat: Latex, interior, institutional low odor/VOC, gloss (MPI Gloss Level 6), MPI #148.

D. Gypsum Board and Plaster Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 9.2M:

- a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.

END OF SECTION 099100

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Copper Building wires and cables rated 600 V and less.
 - 2. Fire-alarm wire and cable.
 - 3. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRES AND CABLES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. Alpha Wire.
 - 3. Belden Inc.
 - 4. Encore Wire Corporation.
 - 5. General Cable Technologies Corporation.
 - 6. Southwire Incorporated.
 - 7. Or equal.
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2, Type THHN-2-, and THWN-2.

2.2 FIRE-ALARM WIRE AND CABLE

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following.
 - 1. WestPenn.
 - 2. Raychem.
 - 3. Or equal.
- B. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- C. Signaling Line Circuits: Twisted, shielded pair, not less than No. 16 AWG. Size as recommended by system manufacturer or shown on drawings.
 - 1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire-alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.
- D. Non-Power-Limited Circuits: Solid-copper conductors with 600 V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.
 - 1. Low-Voltage Circuits: No. 12 AWG, minimum, in conduit.
 - 2. Line-Voltage Circuits: No. 12 AWG, minimum, in conduit.

2.3 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Gardner Bender.
 - 3. Hubbell Power Systems, Inc.
 - 4. Ideal Industries, Inc.
 - 5. Ilsco; a branch of Bardes Corporation.
 - 6. NSi Industries LLC.
 - 7. O-Z/Gedney; a brand of the EGS Electrical Group.
 - 8. 3M; Electrical Markets Division.
 - 9. Tyco Electronics.
 - 10. Or equal.
- C. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- D. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- E. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: Two hole with standard barrels.
 - 3. Termination: Compression.

2.4 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

- B. Fire Alarm Wiring: Copper. See Fire Alarm Wire Legends and Schedules on Drawings.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2 or THWN-2, single conductors in raceway.
- B. Branch Circuits Exposed: Type THHN-2 or THWN-2, single conductors in raceway.
- C. Fire Alarm Circuits: Fire Alarm Wiring in raceway. See Fire Alarm Wire Legends and Schedules on Drawings

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 INSTALLATION OF FIRE-ALARM WIRE AND CABLE

- A. Comply with NFPA 72.
- B. Wiring Method: Install wiring in metal pathway according to Section 270529 "Hangers and Supports for Communications Systems."
 - 1. Plenum cable without use of conduits is prohibited.
 - 2. Fire-alarm circuits and equipment control wiring associated with fire-alarm system must be installed in a dedicated conduit system.
 - a. Cables and pathways used for fire-alarm circuits, and equipment control wiring associated with fire-alarm system, may not contain any other wire or cable.

3. Fire-Rated Cables: Use of two-hour, fire-rated fire-alarm cables, NFPA 70, Types MI and CI, is required for portions of system. Refer to Drawings for more information.
 4. Signaling Line Circuits: Power-limited fire-alarm cables may be installed in the same cable or pathway as signaling line circuits.
- C. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with fire-alarm system to terminal blocks. Mark each terminal according to system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
 - D. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.
 - E. Color-Coding: Color-code fire-alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and another for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire-alarm system junction boxes and covers red.
 - F. Risers: Install at least two vertical cable risers to serve the fire-alarm system. Risers must not be in close proximity to each other, so the loss of one riser does not prevent receipt or transmission of signals from other floors or zones.
 - G. Fire-fighters Two-Way Telephone Riser: Install at least two vertical cable risers to serve the fire-alarm system Fire-fighters two-way telephones. Risers must not be in close proximity to each other, so the loss of one riser does not prevent receipt or transmission of signals from other floors or zones. 2-hour rated cable installed in metallic conduit is required for Fire-fighters two-way telephone riser.
 - H. Wiring to Remote Alarm Transmitting Device: 1 inch (25 mm) conduit between the fire-alarm control panel and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.

3.5 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.
- D. Comply with requirements in Section 284621.11 "Addressable Fire-Alarm Systems for connecting, terminating, and identifying wires and cables in addition to requirements in this section.

3.6 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test conductors feeding the following equipment and services for compliance with requirements.
 - a. All new branch circuits and all existing branch circuits impacted by the scope of work.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
 - c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.

- e. Inspect cable jacket and condition.
- f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
- g. Continuity test on each conductor and cable.
- h. Uniform resistance of parallel conductors.

B. Test and Inspection Reports: Prepare a written report to record the following:

- 1. Procedures used.
- 2. Results that comply with requirements.
- 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 26 05 19

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SECTION 26 05 23

CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. UTP cabling.
 - 2. RS-485 cabling.
 - 3. Low-voltage control cabling.
 - 4. Control-circuit conductors.
 - 5. Identification products.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.
- D. RCDD: Registered Communications Distribution Designer.
- E. UTP: Unshielded twisted pair.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.

CONTROL-VOLTAGE ELECTRICAL POWER CABLES

- B. Source quality-control reports.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 PERFORMANCE REQUIREMENTS

- A. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262 by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
 - 1. Flame Travel Distance: 60 inches (1520 mm) or less.
 - 2. Peak Optical Smoke Density: 0.5 or less.
 - 3. Average Optical Smoke Density: 0.15 or less.
- B. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- C. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

2.3 UTP CABLE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. ADC.
 - 2. Alpha Wire Company; a division of Belden Inc.
 - 3. Belden Inc.

4. CommScope, Inc.
5. Draka Cableteq USA.
6. Genesis Cable Products; Honeywell International, Inc.
7. Mohawk; a division of Belden Inc.
8. Nexans; Berk-Tek Products.
9. Siemon Company (The).
10. Superior Essex Inc.
11. SYSTIMAX Solutions; a CommScope, Inc. brand.
12. 3M.
13. Tyco Electronics/AMP Netconnect; Tyco International Ltd.
14. Or equal.

C. Description: 100-ohm, four-pair UTP, 25-pair UTP covered with a thermoplastic jacket.

1. Comply with ICEA S-90-661 for mechanical properties of Category 5e cables.
2. Comply with ICEA S-102-700 for mechanical properties of Category 6 cables.
3. Comply with TIA-568-C.1 for performance specifications.
4. Comply with TIA-568-C.2, Category 6.
5. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with NFPA 70 for the following types:
 - a. Communications, Plenum Rated: Type CMP complying with UL 1685 or Type CMP in listed plenum communications raceway.
 - b. Communications, Plenum Rated: Type CM, Type CMG, Type CMP, Type CMR, or Type CMX in metallic conduit installed per NFPA 70, Article 300.22, "Wiring in Ducts, Plenums, and Other Air-Handling Spaces."
 - c. Communications, Riser Rated: Type CMR complying with UL 1666 and ICEA S-103-701.
 - d. Communications, Riser Rated: Type CMP, or Type CMR in listed plenum or riser communications raceway.
 - e. Communications, Riser Rated: Type CMP or Type CMR in metallic conduit installed per NFPA 70, Article 300.22, "Wiring in Ducts, Plenums, and Other Air-Handling Spaces."
 - f. Communications, General Purpose: Type CM or Type CMG; or Type CM, Type CMG, Type CMP, or Type CMR in listed communications raceways.
 - g. Communications, General Purpose: Type CM, Type CMG, Type CMP, Type CMR, or Type CMX in metallic conduit installed per NFPA 70, Article 300.22, "Wiring in Ducts, Plenums, and Other Air-Handling Spaces."
 - h. Communications, Limited Purpose: Type CMX; or Type CM, Type CMG, Type CMP, or Type CMR.

2.4 UTP CABLE HARDWARE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 1. ADC.

2. American Technology Systems Industries, Inc.
 3. Belden Inc.
 4. Dynacom Inc.
 5. Hubbell Incorporated.
 6. Leviton Commercial Networks Division.
 7. Molex Premise Networks; a division of Molex, Inc.
 8. Panduit Corp.
 9. Siemon Company (The).
 10. Tyco Electronics/AMP Netconnect; Tyco International Ltd.
 11. Or equal.
- C. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-C.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.
- D. Connecting Blocks: 110-style IDC for Category 6 . Provide blocks for the number of cables terminated on the block, plus 25 percent spare. Integral with connector bodies, including plugs and jacks where indicated.
- E. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.
1. Number of Terminals per Field: One for each conductor in assigned cables.
- F. Patch Panel: Modular panels housing multiple-numbered jack units with IDC-type connectors at each jack for permanent termination of pair groups of installed cables.
1. Number of Jacks per Field: One for each four-pair UTP cable indicated
- G. Jacks and Jack Assemblies: 100-ohm, balanced, twisted-pair connector; four-pair, eight-position modular. Comply with TIA/EIA-568-C.1.
- H. Patch Cords: Factory-made, four-pair cables in 48-inch (1200-mm) lengths; terminated with eight-position modular plug at each end.
1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure Category 6 performance. Patch cords shall have latch guards to protect against snagging.
 2. Patch cords shall have color-coded boots for circuit identification.
- I. Workstation Outlets: Two port-connector assemblies mounted in single faceplate.
- J. Faceplates:
1. Plastic Faceplate: High-impact plastic.
 2. Metal Faceplate: Brass.
 3. For use with snap-in jacks accommodating any combination of UTP, optical-fiber, and coaxial work area cords.
 - a. Flush-mounted jacks, positioning the cord at a 45-degree angle.

K. Legend:

1. Factory labeled by silk-screening or engraving for brass faceplates.
2. Machine printed, in the field, using adhesive-tape label.
3. Snap-in, clear-label covers and machine-printed paper inserts.

2.5 RS-485 CABLE

A. Standard Cable: NFPA 70, Type CMG.

1. Paired, two pairs, twisted, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262.

2.6 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. One Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

2.7 CONTROL-CIRCUIT CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Encore Wire Corporation.
 - 2. General Cable Technologies Corporation.
 - 3. Southwire Company.
 - 4. Or equal.
- C. Class 1 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44
- D. Class 2 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.
- E. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.
- F. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.
 - 1. Smoke control signaling and control circuits.

2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test UTP cables according to TIA-568-C.2.
- C. Cable will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.
 - 1. Test each pair of UTP cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
 - 1. Outlet boxes shall be no smaller than 2 inches (50 mm) wide, 3 inches (75 mm) high, and 2-1/2 inches (64 mm) deep.

2. Flexible metal conduit shall not be used.
- B. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Raceway Installation in Equipment Rooms:
 1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed, or in the corner of the room if multiple sheets of plywood are installed around perimeter walls of the room.
 2. Install cable trays to route cables if conduits cannot be located in these positions.
 3. Secure conduits to backboard if entering the room from overhead.
 4. Extend conduits 3 inches (75 mm) above finished floor.
 5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch (2440-mm) dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.
- B. General Requirements for Cabling:
 1. Comply with TIA-568-C Series of standards.
 2. Terminate all conductors and optical fibers; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 3. Cables may not be spliced.
 4. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Install lacing bars and distribution spools.
 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 7. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
 8. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Monitor cable pull tensions.
 9. Support: Do not allow cables to lay on removable ceiling tiles.
 10. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.

C. UTP Cable Installation:

1. Comply with TIA-568-C.2.
2. Install termination hardware.
3. Do not untwist UTP cables more than 1/2 inch (12 mm) at the point of termination to maintain cable geometry.

D. Installation of Control-Circuit Conductors:

1. Install wiring in raceways.
2. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."
3. Use insulated spade lugs for wire and cable connection to screw terminals.

E. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches (200 mm) above ceilings by cable supports not more than 30 inches (760 mm) apart.
3. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.

F. Installation of Cable Routed Exposed under Raised Floors:

1. Install plenum-rated cable only.
2. Install cabling after the flooring system has been installed in raised floor areas.
3. Below each feed point, neatly coil a minimum of 72 inches (1830 mm) of cable in a coil not less than 12 inches (305 mm) in diameter.

G. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-B recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inches (127 mm).
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inches (305 mm).
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inches (600 mm).
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

- a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inches (64 mm).
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches (150 mm).
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches (305 mm).
- 4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches (75 mm).
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches (150 mm).
- 5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches (1200 mm).
- 6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches (127 mm).

3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified for future use with a tag.

3.5 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:
 - 1. Class 1 remote-control and signal circuits; No 14 AWG.
 - 2. Class 2 low-energy, remote-control, and signal circuits; No. 16 . AWG.
 - 3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.6 FIRESTOPPING

- A. Comply with TIA-569-B, Annex A, "Firestopping."
- B. Comply with BICSI TDMM, "Firestopping" Chapter.

3.7 GROUNDING

- A. For low-voltage control wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.8 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Identify data and communications system components, wiring, and cabling according to TIA-606-A; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.
- C. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire must have a unique tag.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Visually inspect UTP and optical-fiber cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test UTP cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross-connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- D. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- E. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 26 05 23

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SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency and testing agency's field supervisor.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings Or comparable product by one of the following:
 - 1. Burndy; Part of Hubbell Electrical Systems.
 - 2. Dossert; AFL Telecommunications LLC.
 - 3. ERICO International Corporation.
 - 4. Fushi Copperweld Inc.
 - 5. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 6. Harger Lightning and Grounding.
 - 7. ILSCO.
 - 8. O-Z/Gedney; A Brand of the EGS Electrical Group.
 - 9. Robbins Lightning, Inc.
 - 10. Siemens Power Transmission & Distribution, Inc.
 - 11. Or equal.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression - type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Receptacle circuits.
 - 3. Single-phase motor and appliance branch circuits.
 - 4. Flexible raceway runs.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- E. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections per NETA ATS.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

- C. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.
- F. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
- G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26

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SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Fabricated metal equipment support assemblies.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria applicable to the site specific conditions.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.

1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.7 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Atkore International.
 - g. Wesanco, Inc.
 - h. Or equal.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 5. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c., in at least 1 surface.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 - e. Or equal.
 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti, Inc.
 - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.
 - 5) Or equal.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti, Inc.
 - 4) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 - 6) Or equal.
- 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: All-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1, NECA NEIS 101 and NECA NEIS 111 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Provide vibration and seismic controls with hangers and supports.
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA NEIS 1 and NECA NEIS 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4

inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.

6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts or Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

- B. Touchup: provide cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

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SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Boxes, enclosures, and cabinets.
 - 4. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details. All conduit routing shall be part of the Shop Drawing Submittal indicated in Section 284621.11

1.5 SHOP DRAWINGS AND INFORMATIONAL SUBMITTALS

- A. Shop Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members which are altered, cut or used for attachment of conduit supports and conduit groups with common supports.

- 2. HVAC/plumbing items and architectural features.
- B. Qualification Data: For professional engineer.
- C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 - 4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.
- D. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Allied Tube & Conduit.
 - 3. Anamet Electrical, Inc.
 - 4. Electri-Flex Company.
 - 5. O-Z/Gedney.
 - 6. Picoma Industries.
 - 7. Republic Conduit.
 - 8. Robroy Industries.
 - 9. Southwire Company.
 - 10. Thomas & Betts Corporation.
 - 11. Western Tube and Conduit Corporation.
 - 12. Wheatland Tube Company.
 - 13. Or equal.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch (1 mm), minimum.

- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- H. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.
 - 3. Arnco Corporation.
 - 4. CANTEX Inc.
 - 5. CertainTeed Corporation.
 - 6. Condux International, Inc.
 - 7. Electri-Flex Company.
 - 8. Kraloy.
 - 9. Lamson & Sessions; Carlon Electrical Products.
 - 10. Niedax-Kleinhuis USA, Inc.
 - 11. RACO; Hubbell.
 - 12. Thomas & Betts Corporation.
 - 13. Or equal.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. ENT: Comply with NEMA TC 13 and UL 1653.

- D. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- F. Fittings for LFNC: Comply with UL 514B.
- G. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Adalet.
 - 2. Cooper Technologies Company; Cooper Crouse-Hinds.
 - 3. EGS/Appleton Electric.
 - 4. Erickson Electrical Equipment Company.
 - 5. FSR Inc.
 - 6. Hoffman.
 - 7. Hubbell Incorporated.
 - 8. Kraloy.
 - 9. Milbank Manufacturing Co.
 - 10. Mono-Systems, Inc.
 - 11. O-Z/Gedney.
 - 12. RACO; Hubbell.
 - 13. Robroy Industries.
 - 14. Spring City Electrical Manufacturing Company.
 - 15. Stahlin Non-Metallic Enclosures.
 - 16. Thomas & Betts Corporation.
 - 17. Wiremold / Legrand.
 - 18. Or equal.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.

- H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- J. Gangable boxes are prohibited.
- K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 And Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic .
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- L. Cabinets:
 - 1. NEMA 250, Type 1 and Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. NewBasis.
 - d. Oldcastle Precast, Inc.

- e. Quazite: Hubbell Power System, Inc.
 - f. Synertech Moulded Products.
 - g. Or equal.
3. Standard: Comply with SCTE 77.
 4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 7. Cover Legend: Molded lettering, "ELECTRIC."
 8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 9. Handholes 12 Inches Wide by 24 Inches Long (300 mm Wide by 600 mm Long) and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.5 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 1. Tests of materials shall be performed by an independent testing agency.
 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: EMT.
 3. Underground Conduit: RNC, Type EPC-40-PVC.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT

3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include but are not limited the following:
 - a. Loading dock.
 - b. Food Service.
 - c. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - d. Mechanical rooms.
 - e. Gymnasiums.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 6. Damp or Wet Locations: GRC.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

- B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- I. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from ENT to GRC before rising above floor.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size

and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- V. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- W. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m). Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may

- exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).
2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 - d. Attics: 135 deg F (75 deg C) temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- X. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- Y. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center top bottom of box unless otherwise indicated.
- Z. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- AA. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- BB. Locate boxes so that cover or plate will not span different building finishes.
- CC. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

- DD. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as for pipe less than 6 inches (150 mm) in nominal diameter.
2. Install backfill.
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried conduits but a minimum of 6 inches (150 mm) below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.

- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING."
- D. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50

IDENTIFICATION FOR ELECTRICAL SYSTEMS

mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

- G. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.
- H. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- I. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Colors for Cables Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Cables Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER HIGH VOLTAGE WIRING."
- D. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- E. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches (50 mm) wide; compounded for outdoor use.
- F. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.

IDENTIFICATION FOR ELECTRICAL SYSTEMS

- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.
- E. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- F. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- G. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- H. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.

- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.
- F. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- G. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Labels for Tags: Self-adhesive label, machine-printed with permanent, waterproof, black ink recommended by printer manufacturer, sized for attachment to tag.

2.5 FLOOR MARKING TAPE

- A. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.6 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
 - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.
- C. Tag: Type I:

1. Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Thickness: 4 mils (0.1 mm).
3. Weight: 18.5 lb/1000 sq. ft. (9.0 kg/100 sq. m).
4. 3-Inch (75-mm) Tensile According to ASTM D 882: 30 lbf (133.4 N), and 2500 psi (17.2 MPa).

D. Tag: Type II:

1. Multilayer laminate consisting of high-density polyethylene scrim coated with pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Thickness: 12 mils (0.3 mm).
3. Weight: 36.1 lb/1000 sq. ft. (17.6 kg/100 sq. m).
4. 3-Inch (75-mm) Tensile According to ASTM D 882: 400 lbf (1780 N), and 11,500 psi (79.2 MPa).

E. Tag: Type ID :

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: 5 mils (0.125 mm).
3. Foil Core Thickness: 0.35 mil (0.00889 mm).
4. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
5. 3-Inch (75-mm) Tensile According to ASTM D 882: 70 lbf (311.3 N), and 4600 psi (31.7 MPa).

F. Tag: Type IID:

1. Reinforced, detectable three-layer laminate, consisting of a printed pigmented woven scrim, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: 8 mils (0.2 mm).
3. Foil Core Thickness: 0.35 mil (0.00889 mm).
4. Weight: 34 lb/1000 sq. ft. (16.6 kg/100 sq. m).
5. 3-Inch ((75-mm))Tensile According to ASTM D 882: 300 lbf (1334 N), and 12,500 psi (86.1 MPa).

2.7 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.

- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches (180 by 250 mm).
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches (250 by 360 mm).
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.8 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.9 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- E. Stenciled Legend: In nonfading, waterproof, Insert color ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.10 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F ((23 deg C)), According to ASTM D 638: 7000 psi (48.2 MPa).
 - 3. UL 94 Flame Rating: 94V-0.

4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.11 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- G. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- I. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.
- J. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.
- K. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- (75-mm-) high black letters on 20-inch (500-mm) centers. Stop stripes at legends. Apply to the following finished surfaces:
1. Floor surface directly above conduits running beneath and within 12 inches (300 mm) of a floor that is in contact with earth or is framed above unexcavated space.
 2. Wall surfaces directly external to raceways concealed within wall.
 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Self-adhesive vinyl labels. Install labels at 10-foot (3-m) maximum intervals.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120V to ground: Identify with self-adhesive vinyl label. Install labels at 10-foot (3-m) maximum intervals.
- D. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
1. Emergency Power.
 2. Power.
 3. UPS.
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- F. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use write-on tagsnonmetallic plastic tag holder with adhesive-backed phase tags, and a separate tag with the circuit designation.
- G. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- H. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive vinyl labels with the conductor or cable designation, origin, and destination.
- I. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive vinyl labels with the conductor designation.
- J. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- K. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

- L. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- M. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- N. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- O. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- P. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.
- Q. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
 - b. Outdoor Equipment: Stenciled legend 4 inches (100 mm) high.

- c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
2. Equipment to Be Labeled:
- a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.
 - f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - g. Substations.
 - h. Emergency system boxes and enclosures.
 - i. Motor-control centers.
 - j. Enclosed switches.
 - k. Enclosed circuit breakers.
 - l. Enclosed controllers.
 - m. Variable-speed controllers.
 - n. Push-button stations.
 - o. Power transfer equipment.
 - p. Contactors.
 - q. Remote-controlled switches, dimmer modules, and control devices.
 - r. Battery-inverter units.
 - s. Battery racks.
 - t. Power-generating units.
 - u. Monitoring and control equipment.
 - v. UPS equipment.

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SECTION 27 05 26

GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Grounding conductors.
 - 2. Grounding connectors.
 - 3. Grounding labeling.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. TGB: Telecommunications grounding busbar.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For communications equipment room signal reference grid. Include plans, elevations, sections, details, and attachments to other work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installer, installation supervisor, and field inspector.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
 - 1. Installation Supervision: Installation shall be under the direct supervision of ITS Technician, who shall be present at all times when Work of this Section is performed at Project site.
 - 2. Field Inspector: Currently registered by BICSI as a registered communications distribution designer to perform the on-site inspection.

PART 2 - PRODUCTS

2.1 SYSTEM COMPONENTS

- A. Comply with J-STD-607-A.

2.2 CONDUCTORS

- A. Comply with UL 486A-486B.
- B. Insulated Conductors: Stranded copper wire, green or green with yellow stripe insulation, insulated for 600 V, and complying with UL 83.

2.3 CONNECTORS

- A. Irreversible connectors listed for the purpose. Listed by an NRTL as complying with NFPA 70 for specific types, sizes, and combinations of conductors and other items connected. Comply with UL 486A-486B.
- B. Compression Wire Connectors: Crimp-and-compress connectors that bond to the conductor when the connector is compressed around the conductor. Comply with UL 467.
 - 1. Electroplated tinned copper, C and H shaped.

2.4 LABELING

- A. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Comply with J-STD-607-A.

3.3 APPLICATION

- A. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
- B. Conductor Support:
 - 1. Secure grounding and bonding conductors at intervals of not less than 36 inches.
- C. Grounding and Bonding Conductors:
 - 1. Install in the straightest and shortest route between the origination and termination point, and no longer than required. The bend radius shall not be smaller than eight times the diameter of the conductor. No one bend may exceed 90 degrees.
 - 2. Install without splices.
 - 3. Support at not more than 36-inch intervals.
 - 4. Install grounding and bonding conductors in 3/4-inch PVC conduit until conduit enters a telecommunications room. The grounding and bonding conductor pathway through a plenum shall be in EMT. Conductors shall not be installed in EMT unless otherwise indicated.
 - a. If a grounding and bonding conductor is installed in ferrous metallic conduit, bond the conductor to the conduit using a grounding bushing that complies with requirements in Section 270528 "Pathways for Communications Systems," and bond both ends of the conduit to a TGB.

3.4 CONNECTIONS

- A. Stacking of conductors under a single bolt is not permitted when connecting to busbars.
- B. Assemble the wire connector to the conductor, complying with manufacturer's written instructions and as follows:
 - 1. Use crimping tool and the die specific to the connector.
 - 2. Pretwist the conductor.
 - 3. Apply an antioxidant compound to all bolted and compression connections.
- C. Telecommunications Enclosures and Equipment Racks: Bond metallic components of enclosures to the telecommunications bonding and grounding system.
- D. Shielded Cable: Bond the shield of shielded cable to the TGB in communications rooms and spaces. Comply with TIA/EIA-568-B.1 and TIA/EIA-568-B.2 when grounding screened, balanced, twisted-pair cables.

3.5 IDENTIFICATION

- A. Labels shall be preprinted or computer-printed type.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 27 05 26

SECTION 27 05 28

PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. Nonmetallic conduits and fittings.
 - 3. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid conduit.
- B. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product data for the following:
 - 1. Wireways and fittings.
 - 2. Boxes, enclosures, and cabinets.
- B. Shop Drawings:
 - 1. For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.
 - 2. Include: Pathway routing plans, drawn to scale, on which the following items are shown and coordinated with each other:
 - a) Structural members in paths of pathway groups with common supports.
 - b) HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Seismic Qualification Data: Provide seismic bracing for all pathway racks, enclosures, cabinets, equipment racks, and their mounting provisions, including those for internal components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which certification is based and their installation requirements.
 - 4. Detailed description of conduit support devices and interconnections on which certification is based and their installation requirements.
- C. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Description: Metal raceway of circular cross section with manufacturer-fabricated fittings.
- B. General Requirements for Metal Conduits and Fittings:
 - 1. Listed and labeled as defined in NFPA 70, by a nationally recognized testing laboratory, and marked for intended location and application.
 - 2. Comply with TIA-569-D.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Set screw or compression.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.

- 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- F. Joint Compound for IMC and GRC,: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Description: Nonmetallic raceway of circular section with manufacturer-fabricated fittings.
- B. General Requirements for Nonmetallic Conduits and Fittings:
 - 1. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
 - 2. Comply with TIA-569-D.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. Fittings: Comply with NEMA TC 3; match to conduit or tubing type and material.
- E. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Description: Enclosures for communications.
- B. General Requirements for Boxes, Enclosures, and Cabinets:
 - 1. Comply with TIA-569-D.
 - 2. Boxes, enclosures, and cabinets installed in wet locations shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for use in wet locations.
 - 3. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
 - 4. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
 - 5. Gangable boxes are prohibited.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.

- G. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 and Type 3R, with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- H. Cabinets:
 - 1. NEMA 250, Type 1 and type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 PATHWAY APPLICATION

- A. Outdoors: Apply pathway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: GRC.
 - 3. Underground Conduit: RNC, Type EPC-40-PVC concrete encased.
 - 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply pathway products as specified below unless otherwise indicated:
 - 1. Exposed: GRC.
 - 2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 3. Damp or Wet Locations: GRC.
 - 4. Pathways for Concealed General-Purpose Distribution of Optical-Fiber or Communications Cable: EMT and GRC.
 - 5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic units in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Pathway Size: 3/4-inch trade size for copper and aluminum cables, and 1 inch for optical-fiber cables.
- D. Pathway Fittings: Compatible with pathways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. EMT: Use set-screw or compression, steel fittings. Comply with NEMA FB 2.10.
- E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. All fire alarm wiring, including but not limited to, fiber optic cable for fire alarm network, copper cable for initiating circuits, notification appliance circuits, auxiliary circuits (power supply circuits, control circuits for HVAC fan shut down, circuit for fire sprinkler riser bell, wiring for UL Listed Central Monitoring and Control System, etc. shall be installed in conduit. No exposed wiring of any kind is permitted throughout the project.
- B. Comply with the following standards for installation requirements except where requirements on Drawings or in this Section are stricter:
 - 1. NECA 1.
 - 2. NECA/BICSI 568.
 - 3. TIA-569-D.
 - 4. NECA 101
- C. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- D. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- E. Comply with requirements in Section 270529 "Hangers and Supports for Communications Systems" for hangers and supports.
- F. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- G. Complete pathway installation before starting conductor installation.
- H. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- I. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches of changes in direction. Utilize long radius ells for all optical-fiber cables.
- J. Conceal rigid conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches of enclosures to which attached.
- L. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- N. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus one additional quarter-turn.

- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure, to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.
- Q. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Secure pull wire, so it cannot fall into conduit. Cap pathways designated as spare alongside pathways in use.
- R. Pathways for Optical-Fiber and Communications Cable: Install pathways, metal and nonmetallic, rigid and flexible, as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install pathways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install pathways in maximum lengths of 75 feet.
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of pathway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- S. Install pathway-sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway-sealing fittings according to NFPA 70.
- T. Install devices to seal pathway interiors at accessible locations. Locate seals, so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service pathway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding PVC conduit and fittings.
- V. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT that is located where environmental temperature change may exceed 100 deg F, and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

- a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F.
- 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
 - X. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 27 05 28

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SECTION 27 05 29

HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel slotted support systems for communication raceways.
 - 2. Conduit and cable support devices.
 - 3. Support for conductors in vertical conduit.
 - 4. Structural steel for fabricated supports and restraints.
 - 5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Slotted support systems, hardware, and accessories.
 - b. Clamps.
 - c. Hangers.
 - d. Sockets.
 - e. Eye nuts.
 - f. Fasteners.
 - g. Anchors.
 - h. Saddles.
 - i. Brackets.
 - 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. For fabrication and installation details for communications hangers and support systems.

1. Trapeze hangers. Include product data for components.
2. Steel slotted-channel systems.
3. Equipment supports.
4. Include: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other:
 - a. Suspended ceiling components.
 - b. Ductwork, piping, fittings, and supports.
 - c. Structural members to which hangers and supports will be attached.
 - d. Size and location of initial access modules for acoustical tile.
 - e. Items penetrating finished ceiling, including the following:
 1. Luminaires.
 2. Air outlets and inlets.
 3. Speakers.
 4. Sprinklers.
 5. Access panels.
 6. Projectors.

C. Delegated-Design Submittal: For hangers and supports for communications systems.

1. Include design calculations and details of trapeze hangers.
2. Include design calculations for seismic restraints.

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For hangers and supports for communications equipment and systems, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design hanger and support system.
- B. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified and the system will be fully operational after the seismic event."
2. Component Importance Factor: 1.5.
3. Component Amplification Factor: 2.5
4. Component Response Modification Factor: 6.0

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c. in at least one surface.
 1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 2. Material for Channel, Fittings, and Accessories: Galvanized steel
 3. Channel Width: Selected for applicable load criteria
 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 5. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: Steel clamps, hangers, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored communications conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 1. Powder-Actuated Fasteners: Threaded-steel stud for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 2. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated steel for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA 1.
 - 2. NECA/BICSI 568.
 - 3. TIA-569-D.
 - 4. NECA 101
- B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for pathways specified in Section 270528 "Pathways for Communications Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs, IMCs, and RMCs as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

- A. Raceway Support Methods: In addition to methods described in NECA 1, RMC may be supported by openings through structure members, according to NFPA 70.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components, so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten communications items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Existing Concrete: Use expansion anchor fasteners.

4. Instead of expansion anchors, powder-actuated-driven threaded studs, provided with lock washers and nuts, may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 5. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 6. To Light Steel: Sheet metal screws.
 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 PAINTING

- A. Touchup: Clean abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas, and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 270529

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SECTION 27 05 48

VIBRATION AND SEISMIC CONTROLS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Seismic Restraints.
 - 2. Restraint accessories.

- B. Related Requirements:

- 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
 - 2. Section 270529 "Hangers and Supports for Communications Systems" for commonly used communications system supports and installation requirements.

1.3 DEFINITIONS

- A. Designated Seismic System: A communications system component that requires design in accordance with ASCE/SEI 7, Ch. 13 and for which the Component Importance Factor is greater than 1.0.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include rated load capacity for each seismic-restraint device.
 - 2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - 3. Annotate types and sizes of seismic restraints and accessories, complete with listing markings or report numbers and load rating in tension and compression as evaluated by ICC-ES product listing and UL product listing.
 - 4. Annotate to indicate application of each product submitted and compliance with requirements.

VIBRATION AND SEISMIC CONTROLS FOR COMMUNICATIONS SYSTEMS

B. Shop Drawings:

1. Detail fabrication and assembly of equipment bases.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated Design Submittal for Each Seismic-Restraint Device:

1. For each seismic-restraint device, including restraint - rigid and cable type, and restraint accessories that is required by this Section or is indicated on Drawings, submit the following:
 - a. Seismic Restraints: Select seismic restraints complying with performance requirements, design criteria, and analysis data.
 - b. Seismic Design Calculations: Submit all input data and loading calculations prepared under "Seismic Design Calculations" Paragraph in "Performance Requirements" Article.
 - c. Qualified Professional Engineer: All designated design submittals for seismic calculations are to be signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Show coordination of seismic bracing for communications components with other systems and equipment in the vicinity, including other supports and seismic restraints.
- B. Qualification Data: For professional engineer.
- C. Welding certificates.
- D. Field quality-control reports.
- E. Seismic Qualification Data: Provide special certification for designated seismic systems as indicated in ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16, Paragraph 13.2.2, "Special Certification Requirements for Designated Seismic Systems" for all Designated Seismic Systems identified as such on Drawings or in the Specifications.
 1. Provide equipment manufacturer's written certification for each designated active communications seismic device and system, stating that it will remain operable following the design earthquake. Certification must be based on requirements of ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16, including shake table testing per ICC-ES AC156 or a similar nationally recognized testing standard procedure.
 2. Provide equipment manufacturer's written certification that components with hazardous contents maintain containment following the design earthquake by methods required in ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16.

3. Submit evidence demonstrating compliance with these requirements for approval to authorities having jurisdiction after review and acceptance by a licensed professional engineer.
4. The following communications systems and components are Designated Seismic Systems and require written special certification of seismic qualification by manufacturer:
 - a. Fire Detection and Alarm System(s).

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Seismic-Restraint Device Load Ratings: Devices to be tested and rated in accordance with applicable code requirements and authorities having jurisdiction. Devices to be listed by a nationally recognized third party that requires periodic follow-up inspections and has a listing directory available to the public. Provide third-party listing by one or more of the following: ICC-ES product listing and UL product listing.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design seismic control system.
 1. Seismic Performance: Equipment shall withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16.
- B. Seismic Design Calculations:
 1. Perform calculations to obtain force information necessary to properly select seismic restraint devices, fasteners, and anchorage. Perform calculations using methods acceptable to applicable code authorities and as presented in ASCE/SEI 7-05, ASCE/SEI 7-10 including supplement No. 1 and ASCE/SEI 7-16. Where "ASCE/SEI 7" is used throughout this Section, it is to be understood that the edition referred to in this subparagraph is the edition intended as reference throughout the Section Text.
 - a. Data indicated below to be determined by Delegated Design Contractor must be obtained by Contractor and must be included in individual component submittal packages.
 - b. Coordinate seismic design calculations with wind-load calculations for equipment mounted outdoors.

- c. Building Occupancy Category: III.
 - d. Building Risk Category: III.
 - e. Building Site Classification: D.
- 2. Calculation Factors, based on ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16:
 - a. Delegated Design Contractor and Qualified Professional Engineer are responsible for determining all calculation factors as required to perform the Delegated Design scope for Vibration and Seismic Controls.
- C. Consequential Damage: Provide additional seismic restraints for suspended communications components or anchorage of floor-, roof-, or wall-mounted communications components as indicated in ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16 so that failure of a non-essential or essential communications component will not cause failure of any other essential architectural, mechanical, or communications building component.
- D. Fire/Smoke Resistance: Seismic-restraint devices that are not constructed of ferrous metals must have a maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested by an NRTL in accordance with ASTM E84 or UL 723, and be so labeled.
- E. Component Supports:
 - 1. Load ratings, features, and applications of all reinforcement components must be based on testing standards of a nationally recognized testing agency.
 - 2. All component support attachments must comply with force and displacement resistance requirements of ASCE/SEI 7-05 Section 13.6, ASCE/SEI 7-10 Section 13.6 and ASCE/SEI 7-16 Section 13.6.

2.2 RESTRAINTS - RIGID TYPE

- A. Description: Shop- or field-fabricated bracing assembly made of ANSI/AISI S110-07-S1 slotted steel channels, ANSI/ASTM A53/A53M steel pipe, or other rigid steel brace member. Includes accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.3 RESTRAINTS - CABLE TYPE

- A. Seismic-Restraint Cables: ASTM A1023 galvanized or ASTM A603 galvanized-steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for seismic restraining cable service; with fittings attached by means of poured socket, swaged socket or mechanical (Flemish eye) loop.
- B. Restraint cable assembly and cable fittings must comply with ASCE/SEI 19. All cable fittings and complete cable assembly must maintain the minimum cable breaking force. U-shaped cable clips and wedge-type end fittings do not comply and are unacceptable.

VIBRATION AND SEISMIC CONTROLS FOR COMMUNICATIONS SYSTEMS

2.4 RESTRAINT ACCESSORIES

- A. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod. Non-metallic stiffeners are unacceptable.
- B. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and restraint cables.
- C. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive seismic control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an evaluation service member of ICC-ES.
- B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods caused by seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Select sizes of components so strength will be adequate to carry static, and seismic loads within specified loading limits.

3.3 INSTALLATION OF SEISMIC RESTRAINT DEVICES

- A. Provide seismic restraint devices for systems and equipment.
 - 1. Install all equipment and devices to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7-05, ASCE/SEI 7-10, and ASCE/SEI 7-16.

- B. Installation of seismic restraints must not cause any stresses, misalignment, or change of position of equipment or conduits.
- C. Equipment Restraints:
 - 1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 2. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES that provides required submittals for component.
- D. Raceway, Cable, Wireway, Cable Tray, and Busway Support and Hanger Restraints:
 - 1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 2. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES that provides required submittals for component.
 - 3. Comply with requirements in NFPA 70 and ASCE/SEI 7-05, ASCE/SEI 7-10 and ASCE/SEI 7-16.
- E. Equipment and Hanger Restraints:
 - 1. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 2. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES providing required submittals for component.
- F. Install cables so they do not bend across edges of adjacent equipment or building structure.
- G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- H. Attachment to Structure: Specific attachment is not indicated and is part of Delegated Design scope. Anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where connection is terminated to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections:

1. Perform tests and inspections.
 2. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 3. Schedule test with Owner, before connecting anchorage device to restrained component , and with at least seven days' advance notice.
 4. Obtain Owner approval before transmitting test loads to structure. Provide temporary load-spreading members.
 5. Test no fewer than four of each type and size of installed anchors and fasteners selected by the Owner.
 6. Test to 90 percent of rated proof load of device.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Seismic controls will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 270548

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SECTION 27 15 23

COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Optical fiber cable connecting hardware, patch panels, and cross-connects.
 - 2. Grounding.
 - 3. Cabling identification products.

1.3 DEFINITIONS

- A. BICSI: Building Industry Consulting Service International.
- B. Cross-Connect: A facility enabling the termination of cable elements and their interconnection or cross-connection.
- C. RCDD: Registered Communications Distribution Designer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Reviewed and stamped by RCDD.
 - 1. System Labeling Schedules: Electronic copy of labeling schedules, in software and format selected by Owner.
 - 2. Cabling administration Drawings and printouts.
 - 3. Wiring diagrams and installation details of telecommunications equipment, to show location and layout of telecommunications equipment, including the following:
 - a. Telecommunications rooms plans and elevations.
 - b. Telecommunications pathways.
 - c. Telecommunications system access points.

COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING

- d. Telecommunications grounding system.
- e. Telecommunications conductor drop locations.
- f. Typical telecommunications details.
- g. Mechanical, electrical, and plumbing systems.

C. Fiber optic cable testing plan.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For RCDD, Installer, installation supervisor, and field inspector.
- B. Product Certificates: For each type of product.
- C. Source quality-control reports.
- D. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Software and Firmware Operational Documentation:
 - 1. Software operating and upgrade manuals.
 - 2. Program Software Backup: On USB media or compact disk, complete with data files.
 - 3. Device address list.
 - 4. Printout of software application and graphic screens.
- B. Maintenance Data: For splices and connectors to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Connecting Blocks: One of each type.
 - 2. Jacks: Ten of each type.
 - 3. Patch-Panel Units: One of each type.
 - 4. Plugs: Ten of each type.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
 - 1. Layout Responsibility: Preparation of Shop Drawings by an RCDD.

2. Installation Supervision: Installation shall be under the direct supervision of Level 2 Installer, who shall be present at all times when Work of this Section is performed at Project site.
3. Testing Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

B. Testing Agency Qualifications: Certified by BICSI.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.10 COORDINATION

- A. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications equipment and service suppliers.

1.11 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning with Substantial Completion, provide software support for five years.
- B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.
1. Provide 30 days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade computer equipment if necessary.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Telecommunications Pathways and Spaces: Comply with TIA-569-D.
- B. Grounding: Comply with TIA-607-B.
- C. Verify fiber type with Fire Alarm System equipment manufacturer. Product indicated in this section is used as basis of design, the Contractor is responsible for verifying fiber

type and compatibility with Fire Alarm System equipment and coordinating type of quantity of ports and connectors to ensure terminations can be made appropriately.

2.2 9/125 MICROMETER, SINGLE-MODE, INDOOR-OUTDOOR OPTICAL FIBER CABLE (OS2)

- A. Description: Single mode, 9/125-micrometer, 12-strand, tight buffered, nonconductive optical fiber cable.
- B. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. Belden CDT Networking Division
 - 2. Superior Essex, Inc.
 - 3. 3M
- C. Maximum Attenuation: 0.5 dB/km at 1550 nm.
- D. Jacket:
 - 1. Jacket Color: Color selection TBD by FBOP representative.
 - 2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.
 - 3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).
- E. Standards:
 - 1. Comply with TIA-492CAAB for detailed specifications.
 - 2. Comply with TIA-568-C.3 for performance specifications.
 - 3. Comply with ICEA S-104-696 for mechanical properties.
- F. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444, UL 1651, and NFPA 70 for the following types:
 - 1. Plenum Rated, Nonconductive: Type OFNP or Type OFNR in metallic conduit.

2.3 OPTICAL FIBER CABLE HARDWARE

- A. Manufacturers: Subject to compliance with requirements, available manufacturer's offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. Belden CDT Networking Division
 - 2. Hubbell Premise Wiring
 - 3. Molex Premise Networks

- B. Standards:
 - 1. Comply with Fiber Optic Connector Intermateability Standard (FOCIS) specifications of the TIA-604 series.
 - 2. Comply with TIA-568-C.3.
- C. Connector Type: Coordinate type requirement with Fire Alarm equipment and cable selection. Ensure compliance with TIA-604-10-B connectors.
- D. Cross-Connects and Patch Panels: Modular panels housing multiple-numbered, duplex cable connectors.
 - 1. Number of Connectors per Field: One for each fiber of cable or cables assigned to field, plus spares and blank positions adequate to suit specified expansion criteria.
- E. Patch Cords: Factory-made, single-fiber cables in 36-inch lengths.

2.4 GROUNDING

- A. Comply with requirements in Section 270526 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.
- B. Comply with TIA-607-B.

2.5 IDENTIFICATION PRODUCTS

- A. Comply with TIA-606-B and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

PART 3 - EXECUTION

3.1 WIRING METHODS

- A. Wiring Method: Install cables in raceways and cable trays except within consoles, cabinets, desks, and counters. Conceal raceway and cables except in unfinished spaces.
 - 1. Comply with requirements for pathways specified in Section 270528 "Pathways for Communications Systems."
- B. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-C, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.3 GROUNDING

- A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. Comply with TIA-607-B and NECA/BICSI-607.
- C. Bond metallic equipment to the existing grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.4 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
 - 1. Administration Class: Class 3.
 - 2. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.
- B. Paint and label colors for equipment identification shall comply with TIA-606-B for Class 3 level of administration including optional identification requirements of this standard.
- C. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.
- D. Cabling Administration Drawings: Show building floor plans with cabling administration-point labeling. Identify labeling convention and show labels for telecommunications closets, horizontal pathways and cables, entrance pathways and cables, terminal hardware and positions, horizontal cables, work areas and workstation terminal positions, grounding buses and pathways, and equipment grounding conductors.
- E. Cable and Wire Identification:
 - 1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.

2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
 3. Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet.
 4. Label each unit and field within distribution racks and frames.
 5. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.
- F. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA 606-B, for the following:
1. Cables use flexible vinyl or polyester that flexes as cables are bent.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections with the assistance of a factory-authorized service representative.
- B. Tests and Inspections:
1. Visually inspect optical fiber jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA-568-C.1.
 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 3. Optical Fiber Cable Tests:
 - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
 - b. Link End-to-End Attenuation Tests:
 - 1) Horizontal and Multimode Horizontal Link Measurements: Test at 850 or 1300 nm in one direction according to TIA-526-14-B, Method B, One Reference Jumper.
 - 2) Attenuation test results for horizontal links shall be less than 2.0 dB. Attenuation test results shall be less than those calculated according to equation in TIA-568-C.1.
- C. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

- D. Remove and replace cabling where test results indicate that it does not comply with specified requirements.
- E. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 27 15 23

SECTION 284621.11

ADDRESSABLE FIRE-ALARM SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables" for copper cables and conductors.
- C. Section 26 05 23 "Control-Voltage Electrical Power Cables" for control voltage copper cables and conductors.
- D. Section 270528 "Pathways for Communications Systems".
- E. Section 270529 "Hangers and Supports for Communication Systems".
- F. Section 271523 "Communications Optical Fiber Horizontal Cabling" for fiber optic cables.
- G. Fire Alarm Drawings.

1.2 SUMMARY

- A. Section Includes:
 - 1. UL Listed Central Monitoring and Control Workstation PC
 - 2. Fire-alarm control unit.
 - 3. Manual fire-alarm boxes.
 - 4. System smoke detectors.
 - 5. Combination, multi-criteria, and multi-sensor detectors.
 - 6. Heat detectors.
 - 7. Carbon monoxide detectors.
 - 8. Notification appliances.
 - 9. Device guards.
 - 10. Magnetic door holders.
 - 11. Remote annunciator.
 - 12. Graphic annunciator.
 - 13. Addressable interface device.
 - 14. Digital alarm communicator transmitter.
 - 15. Network communications.

- B. Section 26 05 43 "Underground Ducts and Raceways for Electrical Systems" applies to all underground ducts and raceways within the scope of projects, including all underground raceways and pathways required for Division 27 and Division 28 systems.

1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.
- B. FACU: Fire Alarm Control Unit
- C. NAC: Remote Booster Power Supply for Notification Appliance Circuits
- D. HLI: High Level Interface.
- E. NICET: National Institute for Certification in Engineering Technologies.
- F. PC: Personal computer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, including furnished options and accessories.
 - 1. Include construction details, material descriptions, dimensions, profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, and electrical characteristics.
- B. Shop Drawings: For fire-alarm system.
 - 1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - 2. Include plans, elevations, sections, details, and attachments to other work.
 - 3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
 - 4. Detail assembly and support requirements.
 - 5. Include voltage drop calculations for notification-appliance circuits.
 - 6. Include battery-size calculations.
 - 7. Include input/output matrix.
 - 8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
 - 9. Include performance parameters and installation details for each detector.
 - 10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 - 11. Provide program report showing that air-sampling detector pipe layout balances pneumatically within the airflow range of the air-sampling detector.

12. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm.
 - c. Locate detectors according to manufacturer's written recommendations.
 - d. Show air-sampling detector pipe routing.
13. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
14. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.
15. Include all conduit routing and sizing and all fire alarm wiring types and sizing, including copper for addressable initiating device circuit and notification appliances circuit as well as fiber optic cable for the fire alarm network.
16. Include power branch circuit used to power Fire Alarm Control Unit (FACU) and Notification Appliance Remove Power Supplies (NACs).
17. Include the graphic display pages which will be displayed at the UL Listed Central Monitoring and Control Workstation PC. All pages, including but not limited to block diagram, site plan and floor plans must be included. Each page will be printed in color and in large format, no smaller than 11" x 17" sheets, to be reviewed and approved by the FBOP representative and Engineer of Record.

C. General Submittal Requirements:

1. Submittals shall be approved by the Engineer of Record.
2. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. Professional Fire Protection or Electrical Engineer licensed by a state licensure board.
 - b. NICET-certified, fire-alarm technician; Level III minimum.

D. Delegated-Design Submittal: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Drawings showing the location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the device.
2. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
3. Indicate audible appliances required to produce square wave signal per NFPA 72.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Seismic Qualification Data: Certificates, for fire-alarm control unit, accessories, and components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - c. Complete wiring diagrams showing connections between all devices and equipment. Each conductor shall be numbered at every junction point with indication of origination and termination points.
 - d. Riser diagram.
 - e. Device addresses.
 - f. Air-sampling system sample port locations and modeling program report showing layout meets performance criteria.
 - g. Record copy of site-specific software.
 - h. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
 - 1) Equipment tested.
 - 2) Frequency of testing of installed components.
 - 3) Frequency of inspection of installed components.
 - 4) Requirements and recommendations related to results of maintenance.
 - 5) Manufacturer's user training manuals.
 - i. Manufacturer's required maintenance related to system warranty requirements.

- j. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

B. Software and Firmware Operational Documentation:

- 1. Software operating and upgrade manuals.
- 2. Program Software Backup: On USB stick and compact disk, complete with data files. Provide three (3) USB sticks and three (3) compact disks complete with permanent labels identifying the project on each item.
- 3. Device address list.
- 4. Printout of software application and graphic screens.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- 1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
- 2. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
- 3. Smoke Detectors, Fire Detectors: Quantity equal to 10 percent of amount of each type installed, but no fewer than one unit of each type.
- 4. Detector Bases: Quantity equal to five percent of amount of each type installed, but no fewer than one unit of each type.
- 5. Keys and Tools: One extra set for access to locked or tamperproofed components.
- 6. Audible and Visual Notification Appliances: Quantity equal to 5 percent of each type installed.
- 7. Fuses: Two of each type installed in the system. Provide in a box or cabinet with compartments marked with fuse types and sizes.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level III technician.
- B. NFPA Certification: Obtain certification according to NFPA 72 by a UL-listed alarm company.

1.9 PROJECT CONDITIONS

- A. Perform a full test of the existing system prior to starting work. Document any equipment or components not functioning as designed.
- B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions

and then only after arranging to provide temporary guard service according to requirements indicated:

1. Notify Construction Manager no fewer than ten days in advance of proposed interruption of fire-alarm service.
 2. Do not proceed with interruption of fire-alarm service without Construction Manager's written permission.
- C. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

1.10 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building.
- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.
1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of the fire alarm system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
- B. UL Listed Central Monitoring and Control Workstation computer networked with the Fire Alarm Control Units.
- C. Fire Alarm Control Units shall be connected using a fiber optic cable loop in a Class A (Class X) configuration per NFPA 72 (Level 1 Pathway Survivability).

- D. Fire-fighters Two-Way Telephone system shall be connected in a Class B configuration per NFPA 72, using 2-hour rated copper wiring (type CI) in conduit (Level 3 Pathway Survivability).
- E. Noncoded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.
- F. Automatic sensitivity control of certain smoke detectors.
- G. All components provided shall be listed for use with the selected system.
- H. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:
 - 1. Manual stations.
 - 2. Heat detectors.
 - 3. Smoke detectors.
 - 4. Duct smoke detectors.
 - 5. Automatic sprinkler system water flow.
 - 6. Preaction system.
 - 7. Fire-extinguishing system operation.
 - 8. Fire standpipe system.
 - 9. Dry system pressure flow switch.
- B. Fire-alarm signal shall initiate the following actions:
 - 1. Continuously operate alarm notification appliances.
 - 2. Identify alarm and specific initiating device at fire-alarm control unit, connected network control panels, remote annunciators, and Central Monitoring and Control Workstation.
 - 3. Transmit an alarm signal to the Central Monitoring and Control Workstation.
 - 4. Activate voice/alarm communication system.
 - 5. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
 - 6. Record events in the system memory.
 - 7. Indicate device in alarm on the graphic annunciator.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
 - 1. Valve supervisory switch.
 - 2. High- or low-air-pressure switch of a dry-pipe or preaction sprinkler system.
 - 3. Fire pump running.
 - 4. Fire-pump loss of power.

5. Fire-pump power phase reversal.
6. User disabling of zones or individual devices.
7. Loss of communication with any panel on the network.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of communication with any addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
4. Loss of primary power at fire-alarm control unit.
5. Ground or a single break in internal circuits of fire-alarm control unit.
6. Abnormal ac voltage at fire-alarm control unit.
7. Break in standby battery circuitry.
8. Failure of battery charging.
9. Abnormal position of any switch at fire-alarm control unit or annunciator.
10. Voice signal amplifier failure.

E. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit, connected network control panels, remote annunciators and Central Monitoring and Control Workstation.
3. Record the event on system memory.
4. After a time delay of 200 seconds, transmit a trouble or supervisory signal to the Central Monitoring and Control Workstation.
5. Display system status on graphic annunciator.

2.3 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Fire-alarm control unit and raceways shall withstand the effects of earthquake motions determined according to ASCE/SEI 7

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2.4 UL Listed Central Monitoring and Control Workstation PC

A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:

1. EST 4 Platform, Edwards (EST) by United Technologies.
2. Or approved equal.

B. Workstation PC:

1. UL 864 Listed.
2. Processor Type: Single Processor, i7 4770S, 4 core, multi-threaded to 8, QPI speed of 5 GT/S, 8MB Cache
3. Minimum Processor Speed: 3.9 GHz Intel.
4. RAM: 32 GB
 - a. Capacity: 32 GB.
 - b. Speed and Type: 1600 DDR4.
5. Hard Drive:
 - a. Number of Hard Drives: Two.
 - b. Primary/Boot Drive: Serial ATA solid state (SSD).
 - 1) Capacity: 512 GB.
 - c. Secondary Drive: Serial ATA solid state (SSD).
 - 1) Capacity: 512 GB.
 - d. RAID Configuration: 1.
6. Optical Drive:
 - a. Provide two (2) Optical Drives Type: DVD-ROM.
7. At least four expansion slots of 64 bit.
8. Video Card:
 - a. Discrete graphics card.
 - b. RAM: 2 GB.
 - c. Capable of simultaneous display on two monitor(s) with a minimum resolution of 1920 by 1200 pixels per monitor.
9. Sound Card:
 - a. At least 128 voice wavetable synthesis.
 - b. Capable of delivering three-dimensional sound effects.
 - c. High-resolution 16-bit stereo digital audio recording and playback with user-selectable sample rates up to 48,000 Hz.
10. Network Interface Card: Include (2) two card with connections, as applicable.
 - a. All network interface cards required for interface with the fire alarm system network.
 - b. Gigabit Ethernet with RJ-45 connector port.
11. Optical Modem: Full duplex link for connection to fiber-optic cable provided.
12. I/O Ports:

- a. Two USB 3.0 ports on front panel, six on back panel, and three internal on motherboard.
 - b. One serial port.
 - c. One parallel port.
 - d. Two PS/2 ports.
 - e. One RJ-45.
 - f. One stereo line-in and headphone line-out on back panel.
 - g. One microphone and headphone connector on front panel.
 - h. One IEEE 1394 on front and back panel with PCI-e card.
 - i. One ESATA port on back panel.
- 13. Battery: Life of at least three years to maintain system clock/calendar and ROM, as a minimum.
- C. Keyboard:
 - 1. 101-character enhanced keyboard.
 - 2. Full upper- and lowercase ASCII keyset, numeric keypad, dedicated cursor control keypad, and 12 programmable function keys.
 - 3. Wireless operation within up to 72 inches in front of workstation.
- D. Pointing Device:
 - 1. Three-button laser scroll USB mouse.
 - 2. Wireless operation within up to 72 inches in front of workstation.
- E. Flat Panel Display Monitor:
 - 1. Two (2) color displays, one with 24" and one with 47" diagonal viewable areas.
 - 2. Digital or analog input signal.
 - 3. Antiglare display.
 - 4. Tilt adjustable base.
 - 5. ENERGY STAR compliant.
 - 6. Arsenic and mercury free.
 - 7. Resolution: 1920 by 1080 pixels at 60 Hz with pixel size of 0.277 mm or smaller.
- F. Speakers:
 - 1. Two, with individual controls for volume, bass, and treble.
 - 2. Signal-to-Noise Ratio: At least 65 dB.
 - 3. Power: At least 4 W per speaker/channel.
 - 4. Magnetically shielded.
- G. Description: System software shall monitor and control all functions of the fire alarm system as a whole, including but not limited to individual Fire Alarm Control Units and all connected devices and equipment. All monitoring and control functions that are available at each Fire Alarm Control Unit shall also be available through use of the Workstation PC.
- H. Network Connection: Main Fire Alarm Control Unit in Control Room (MFACU) shall be interfaced with the UL Listed Central Monitoring and Control Workstation PC.

- I. Software: Configured to run on a single non-redundant workstation PC as a single server, with capability for accessing the server from a maximum of 16 external workstation. Software shall include interactive graphics client and shall be web enabled as required by the FBOP representative. The web enabled functions shall be limited to the local network at the facility, it is prohibited for the system to be accessible from outside the facility or connected to an external network in any manner.
- J. System Software Minimum Requirements:
 - 1. Real-time multitasking and multiuser 64-bit operating system that allows concurrent multiple operator workstations operating and concurrent execution of multiple real-time programs and custom program development.
 - 2. Operating system shall be capable of operating Microsoft Windows applications.
 - 3. Database management software shall manage all data on an integrated and non-redundant basis. Additions and deletions to database shall be without detriment to existing data. Include cross linkages so no data required by a program can be deleted by an operator until that data have been deleted from respective programs.
 - 4. Scheduling software shall schedule centrally based time and event, temporary, and exception day programs.
- K. Operator Interface Software:
 - 1. Minimize operator training through use of English language prorating and English language point identification.
 - 2. Minimize use of a typewriter-style keyboard through use of a pointing device, touchscreen, or mouse.
 - 3. Operator sign-off shall be a manual operation or, if no keyboard or mouse activity takes place, an automatic sign-off.
 - 4. Automatic sign-off period shall be programmable from 1 to 60 minutes in 1-minute increments on a per operator basis.
 - 5. Record operator sign-on and sign-off activity.
 - 6. Security Access:
 - a. Operator access to the system shall be under password control.
 - b. An alphanumeric password shall be user assignable to each operator.
 - c. Software shall have at least five access levels.
 - 1) View - View information. No change privileges allowed.
 - 2) User - Same as View, but is able to initiate control functions.
 - 3) Controller - Same as User, but is able to initiate communications.
 - 4) Operator - Same as Controller, but is able to modify configurations.
 - 5) Supervisor - Same as Operator, but is able to administer security privileges.
 - d. Each menu item shall be assigned an access level so that a one-for-one correspondence between operator-assigned access level(s) and menu-item access level(s) is required to gain access to menu item.
 - e. Display menu items to operator with those menu items capable of access highlighted. Menu and operator access level assignments shall be online programmable and under password control.

L. Graphic Interface Software:

1. Include a full interactive graphical selection means of accessing, displaying and controlling system data to operator.
2. Descriptors for graphics, points, alarms, and such shall be modified through operator's workstation under password control.
3. Display operator accessed data on the monitor.
4. Help Features: On-line context-sensitive help utility to facilitate operator training and understanding.

M. Graphic Interface Display Requirements:

1. The graphic display programming shall include the following as individual full-screen graphic pages:
 - a. Fire alarm system block diagram, showing the UL Listed Central Monitoring and Control Workstation PC and all Fire Alarm Control Units (FACUs).
 - b. Site Plan with name of each building, name and location of each Fire Alarm Control Unit and Annunciators. Buildings which do not have a dedicated Fire Alarm Control Unit shall display the name of the FACU serving that building.
 - c. Floor Plans of each building, including individual pages for each floor, showing names and locations of all Fire Alarm Control Units, Power Supplies (NACs), all initiating devices, including but not limited to manual pull stations, smoke detectors, duct detectors, waterflow switch and tamper switch addressable modules, etc.
2. The graphic pages shall be interactive, linked and selectable through mouse clicks. Selecting a building or FACU on the block diagram or site plan shall automatically change the screen view for the operator to the pertinent full screen graphic page showing the relevant floor plan.
3. All fire alarm signals and conditions, including alarm, supervisory and trouble signals and conditions must be transmitted to the Workstation PC. When a signal or condition occurs, the graphic display page shall switch to the view of the floor where the signal or condition originated, with a distinct red marker indicating the location of the signal and/or condition on the plan. The floor plan sheet should show a distinct red marker indicating the exact device which is transmitting the signal and/or condition.

2.5 FIRE-ALARM CONTROL UNIT

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
1. EST 4 Platform, Edwards (EST) by United Technologies.
 2. Or approved equal.
- B. General Requirements for Fire-Alarm Control Unit:

1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
 - a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - c. Provide communication between the FACU and remote circuit interface panels, annunciators, and displays.
 - d. The FACU shall be listed for connection to a central-station signaling system service.
 - e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACU shall provide a minimum 500-event history log.
 2. Addressable Initiation Device Circuits: The FACU shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
 3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACU shall be listed for releasing service.
- C. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
- D. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Pathway Class Designations: NFPA 72, Class A.
 2. Pathway Survivability: Level 1.
 3. Install no more than addressable devices on each signaling-line circuit that results is 10 percent spare initiating device and module addresses for future use..
 4. Serial Interfaces:
 - a. One dedicated RS 485 port for central-station operation using point ID DACT.
 - b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
 - c. One USB and one RS 232 port for PC configuration.
- E. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.

2. Activate an approved "alarm-verification" sequence at fire-alarm control unit and detector.
 3. Record events by the system printer.
 4. Sound general alarm if the alarm is verified.
 5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.
- F. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
 2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
 3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- G. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke-barrier walls shall be connected to fire-alarm system.
- H. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.
- I. Transmission Central Monitoring and Control Workstation: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.
- J. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory signals, supervisory and digital alarm communicator transmitters shall be powered by 24-V dc source.
1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- K. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
1. Batteries: Sealed, valve-regulated, recombinant lead acid.
- L. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

2.6 PREACTION SYSTEM

- A. Initiate Presignal Alarm: This function shall cause an audible and visual alarm and indication to be provided at the FACU. Activation of an initiation device connected as part of a preaction system shall be annunciated at the FACU only, without activation of the general evacuation alarm.

2.7 MANUAL FIRE-ALARM BOXES

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. EST 4 Platform, Edwards (EST) by United Technologies.
 - 2. Or approved equal.
- B. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color; shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
 - 1. Single-action mechanism, pull-lever type; with locking means as indicated on drawings; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
 - 2. Indoor Protective Shield: Factory-fabricated, clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false-alarm operation.
 - 3. Weatherproof Protective Shield: Factory-fabricated, clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm.

2.8 SYSTEM SMOKE DETECTORS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. EST 4 Platform, Edwards (EST) by United Technologies.
 - 2. Or approved equal.
- B. General Requirements for System Smoke Detectors:
 - 1. Comply with UL 268; operating at 24-V dc, nominal.
 - 2. Detectors shall be two-wire type.
 - 3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
 - 4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.

5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.
7. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.
 - a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F (8 or 11 deg C) per minute.
 - b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F (57 or 68 deg C).
 - c. Multiple levels of detection sensitivity for each sensor.
 - d. Sensitivity levels based on time of day.

C. Photoelectric Smoke Detectors:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

D. Ionization Smoke Detector:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

E. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

- a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).
- 3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector for smoke detection in HVAC system ducts.
 - 4. Each sensor shall have multiple levels of detection sensitivity.
 - 5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
 - 6. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

2.9 PROJECTED BEAM SMOKE DETECTORS

- A. Projected Beam Light Source and Receiver: Designed to accommodate small angular movements and continue to operate and not cause nuisance alarms.
- B. Detector Address: Accessible from fire-alarm control unit and able to identify the detector's location within the system and its sensitivity setting.
- C. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - 1. Primary status.
 - 2. Device type.
 - 3. Present average value.
 - 4. Present sensitivity selected.
 - 5. Sensor range (normal, dirty, etc.).

2.10 CARBON MONOXIDE DETECTORS

- A. General: Carbon monoxide detector listed for connection to fire-alarm system.
 - 1. Mounting: Adapter plate for outlet box mounting.
 - 2. Testable by introducing test carbon monoxide into the sensing cell.
 - 3. Detector shall provide alarm contacts and trouble contacts.
 - 4. Detector shall send trouble alarm when nearing end-of-life, power supply problems, or internal faults.
 - 5. Comply with UL 2075.
 - 6. Locate, mount, and wire according to manufacturer's written instructions.
 - 7. Provide means for addressable connection to fire-alarm system.
 - 8. Test button simulates an alarm condition.

2.11 MULTICRITERIA DETECTORS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. EST 4 Platform, Edwards (EST) by United Technologies.
 - 2. Or approved equal.
- B. Mounting: Twist-lock base interchangeable with smoke-detector bases.
- C. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- D. Automatically adjusts its sensitivity by means of drift compensation and smoothing algorithms. The detector shall send trouble alarm if it is incapable of compensating for existing conditions.
- E. Test button tests all sensors in the detector.
- F. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - 1. Primary status.
 - 2. Device type.
 - 3. Present sensitivity selected.
 - 4. Sensor range (normal, dirty, etc.).
- G. Sensors: The detector shall be comprised of four sensing elements including a smoke sensor, a carbon monoxide sensor, an infrared sensor, and a heat sensor.
 - 1. Smoke sensor shall be photoelectric type as described in "System Smoke Detectors" Article.
 - 2. Carbon monoxide sensor shall be as described in "Carbon Monoxide Detectors" Article.
 - 3. Heat sensor shall be as described in "Heat Detectors" Article.
 - 4. Each sensor shall be separately listed according to requirements for its detector type.

2.12 HEAT DETECTORS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. EST 4 Platform, Edwards (EST) by United Technologies.
 - 2. Or approved equal.
- B. General Requirements for Heat Detectors: Comply with UL 521.

1. Temperature sensors shall test for and communicate the sensitivity range of the device.
- C. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C) or a rate of rise that exceeds 15 deg F (8 deg C) per minute unless otherwise indicated.
 1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.13 NOTIFICATION APPLIANCES

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 1. EST 4 Platform, Edwards (EST) by United Technologies.
 2. Or approved equal.
- B. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
 1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- C. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet (3 m) from the horn, using the coded signal prescribed in UL 464 test protocol.
- D. Visible Notification Appliances: LED strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.
 1. Rated Light Output:
 - a. 15/30/75/110 cd, selectable in the field.
 2. Mounting: Wall mounted unless otherwise indicated.
 3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
 4. Flashing shall be in a temporal pattern, synchronized with other units.
 5. Strobe Leads: Factory connected to screw terminals.
 6. Mounting Faceplate: Factory finished, red.
- E. Voice/Tone Notification Appliances:

1. Description: Notification appliances capable of outputting voice evacuation messages.
2. Comply with UL 1480.
3. Speakers for Voice Notification: Locate speakers for voice notification to provide the intelligibility requirements of the "Notification Appliances" and "Emergency Communications Systems" chapters in NFPA 72.
4. High-Range Units: Rated 2 to 15 W.
5. Low-Range Units: Rated 1 to 2 W.
6. Mounting: Flush, surface mounted and bidirectional.
7. Matching Transformers: Tap range matched to acoustical environment of speaker location.
8. Combination Devices: Factory-integrated audible and visible devices in single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

2.14 MAGNETIC DOOR HOLDERS

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching doorplate.
 1. Electromagnets: Require no more than 3 W to develop 25-lbf (111-N) holding force.
 2. Wall-Mounted Units: Flush mounted unless otherwise indicated.
 3. Rating: 24-V ac or dc.
- B. Material and Finish: Match door hardware.

2.15 GRAPHIC ANNUNCIATOR

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 1. EST 4 Platform, Edwards (EST) by United Technologies.
 2. Or approved equal.
- B. Graphic Annunciator Panel: Mounted in an aluminum frame with nonglare, minimum 3/16-inch- (4.76-mm-) thick, clear acrylic cover over graphic representation of the facility. Detector locations shall be represented by red LED lamps. Normal system operation shall be indicated by a lighted, green LED. Trouble and supervisory alarms shall be represented by an amber LED.
 1. Comply with UL 864.
 2. Operating voltage shall be 24-V dc provided by a local 24-V power supply provided with the annunciator.
 3. Include built-in voltage regulation, reverse polarity protection, RS 232/422 serial communications, and a lamp test switch.
 4. Surface mounted in a NEMA 250, Type 1 cabinet, with key lock and no exposed screws or hinges.

5. Graphic representation of the facility shall be a CAD drawing and each detector shall be represented by an LED in its actual location. CAD drawing shall be at 1/8-inch per foot (10-mm per meter) scale or larger.
 6. The LED representing a detector shall flash two times per second while detector is an alarm.
- C. Central Monitoring and Control Workstation: PC-based, with fire-alarm annunciator software with historical logging, report generation, and a graphic interface showing all alarm points in the system. PC with operating system software, minimum 256GB SSD hard drive, 34 inch digital display monitor, with wireless keyboard and mouse.

2.16 REMOTE ANNUNCIATOR

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
1. EST 4 Platform, Edwards (EST) by United Technologies.
 2. Or approved equal.
- B. Description: Annunciator functions shall match those of fire-alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire-alarm control unit, including acknowledging, silencing, resetting, and testing.
1. Mounting: Flush cabinet, NEMA 250, Type 1.
- C. Display Type and Functional Performance: Alphanumeric display and LED indicating lights shall match those of fire-alarm control unit. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.

2.17 ADDRESSABLE INTERFACE DEVICE

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
1. EST 4 Platform, Edwards (EST) by United Technologies.
 2. Or approved equal.
- B. General:
1. Include address-setting means on the module.
 2. Store an internal identifying code for control panel use to identify the module type.
 3. Listed for controlling HVAC fan motor controllers.
- C. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.
- D. Integral Relay: Capable of providing a direct signal to HVAC units.

1. Allow the control panel to switch the relay contacts on command.
2. Have a minimum of two normally open and two normally closed contacts available for field wiring.

E. Control Module:

1. Operate notification devices.
2. Operate solenoids for use in sprinkler service.
3. Operate relays for HVAC unit fan shutdown.

2.18 ISOLATION MODULE

A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:

1. EST 4 Platform, Edwards (EST) by United Technologies.
2. Or approved equal.

B. General:

1. Isolation module capable of detecting short circuits.
2. A short circuit on the line will cause all isolators to open within 23 milliseconds.
3. At 10 millisecond intervals, beginning on one side of the Class A circuit nearest the loop controller, the isolators close to provide the next isolator down the line with power.
4. When the isolator next to the short closes, it reopens within 10 milliseconds.

2.19 DIGITAL ALARM COMMUNICATOR TRANSMITTER

A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:

1. EST 4 Platform, Edwards (EST) by United Technologies.
2. Or approved equal.

B. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.

C. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.

- D. Local functions and display at the digital alarm communicator transmitter shall include the following:
 - 1. Verification that both telephone lines are available.
 - 2. Programming device.
 - 3. LED display.
 - 4. Manual test report function and manual transmission clear indication.
 - 5. Communications failure with the central station or fire-alarm control unit.
- E. Digital data transmission shall include the following:
 - 1. Address of the alarm-initiating device.
 - 2. Address of the supervisory signal.
 - 3. Address of the trouble-initiating device.
 - 4. Loss of ac supply.
 - 5. Loss of power.
 - 6. Low battery.
 - 7. Abnormal test signal.
 - 8. Communication bus failure.
- F. Secondary Power: Integral rechargeable battery and automatic charger.
- G. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.20 NETWORK COMMUNICATIONS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to the following:
 - 1. EST 4 Platform, Edwards (EST) by United Technologies.
 - 2. Or approved equal.
- B. Provide network communications for fire-alarm system according to fire-alarm manufacturer's written requirements.
- C. Provide network communications pathway per manufacturer's written requirements and requirements in NFPA 72 and NFPA 70.
- D. Provide network communication card and modules for each Fire Alarm Control Unit, suitable for use with single-mode fiber optic cable. Fire Alarm Control Units shall be connected using a fiber optic network loop in a Class "A" configuration per NFPA 72.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
 - 1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
 - 1. Devices placed in service before all other trades have completed cleanup shall be replaced.
 - 2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
- B. Install wall-mounted equipment, with tops of cabinets not more than 78 inches (1980 mm) above the finished floor.
 - 1. Comply with requirements for seismic-restraint devices specified in Section 27 05 48 "Vibration and Seismic Controls for Communications Systems."
- C. Manual Fire-Alarm Boxes:
 - 1. Install manual fire-alarm box in the normal path of egress within 60 inches (1520 mm) of the exit doorway.
 - 2. Mount manual fire-alarm box on a background of a contrasting color.
 - 3. The operable part of manual fire-alarm box shall be between 42 inches (1060 mm) and 48 inches (1220 mm) above floor level. All devices shall be mounted at the same height unless otherwise indicated.
- D. Smoke- or Heat-Detector Spacing:
 - 1. Comply with the "Smoke-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for smoke-detector spacing.
 - 2. Comply with the "Heat-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for heat-detector spacing.

3. Smooth ceiling spacing shall not exceed 30 feet (9 m).
 4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Annex A in NFPA 72.
 5. HVAC: Locate detectors not closer than 36 inches (910 mm) from air-supply diffuser or return-air opening.
 6. Lighting Fixtures: Locate detectors not closer than 12 inches (300 mm) from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.
- E. Install a cover on each smoke detector that is not placed in service during construction. Cover shall remain in place except during system testing. Remove cover prior to system turnover.
- F. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches (9100 mm) long shall be supported at both ends.
1. Do not install smoke detector in duct smoke-detector housing during construction. Install detector only during system testing and prior to system turnover.
- G. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.
- H. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- I. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling. Install all devices at the same height unless otherwise indicated.
- J. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- K. Isolation Modules: Provide Isolation Modules for every 25 devices on each initiating loop or when an initiating loop from the FACU in one building is routed to the exterior to serve an adjacent building which does not have a dedicated FACU.
- 3.3 PATHWAYS
- A. Pathways shall be installed in EMT.
- B. Exposed EMT shall be painted red enamel.

3.4 CONNECTIONS

- A. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches (910 mm) from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
 - 1. Alarm-initiating connection to the smoke-control system panel and UL listed Control and Monitoring Workstation PC.
 - 2. Alarm-initiating connection to stairwell pressurization systems.
 - 3. Magnetically held-open doors.
 - 4. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.
 - 5. Supervisory connections at valve supervisory switches.
 - 6. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.
 - 7. Supervisory connections at fire-extinguisher locations.
 - 8. Supervisory connections at fire-pump power failure including a dead-phase or phase-reversal condition.
 - 9. Supervisory connections at fire-pump engine control panel.

3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Install framed instructions in a location visible from fire-alarm control unit.

3.6 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
- B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.7 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by the FBOP representative.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Visual Inspection: Conduct visual inspection prior to testing.

- a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
- 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
- 4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
- 5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
- 6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- D. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- E. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- H. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.8 FOLLOW-UP INSPECTIONS AND REPAIRS

- A. Follow-up Inspection and Repairs: Beginning at Substantial Completion, follow-up inspection and repair shall include 24 months' full coverage by skilled employees of manufacturer's designated qualified organization. Include preventive repairs, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 1. Include visual inspections according to the "Visual Inspection Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

2. Perform tests in the "Test Methods" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
3. Perform tests per the "Testing Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.9 SOFTWARE UPGRADE AGREEMENT

- A. Comply with UL 864.
- B. Technical Support: Beginning at Substantial Completion, upgrade agreement shall include software support for five years.
- C. Software Upgrade: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within five years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
 1. Upgrade Notice: At least 30 days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

3.10 SOFTWARE AND PROGRAMMING RECORDKEEPING

- A. The Contractor shall generate six (6) copies of all software and programming used in the Fire Alarm Control Units and the Central Monitoring and Control Workstation. Three (3) copies shall be on CDs and three (3) copies on USB sticks. Provide these copies to the Construction Manager at the project close-out when all software and programming has been finalized.

3.11 DEMONSTRATION AND TRAINING

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.
- B. Training sessions shall be a minimum of 16 hours and include training for operation and maintenance of the Central Control and Monitoring Workstation System and all Fire Alarm Control Units and all other equipment, devices and components.
- C. A second training session shall be provided 12 months after the date of substantial.
- D. All training sessions shall be recorded in video and audio. A transcript of the training session shall be provided to the FBOP representative.

END OF SECTION 28 46 21.11