BIDDING AND CONTRACT DOCUMENTS

FOR

BOURNS FACP REPLACEMENT
PROJECT NO. 112003
CONTRACT NO. 112003-LF-2020-110

City of Riverside, County of Riverside
California

July 31, 2020
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CERTIFICATION

Bourns FACP Replacement

Bidding Documents Prepared By:

Company Name: IMEG

901 Via Piemonte, #400
Ontario, CA 91764

Signed:

Nestor C. Ignacio, Jr., P.E., Project Executive

Date: July 29, 2020

Certification:

(Affix professional registration stamp of the person named above with signature and expiration date.)
# PROJECT DIRECTORY

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Bourns Hall FACP Replacement</th>
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<tbody>
<tr>
<td>Project Number:</td>
<td>112003</td>
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<tr>
<td>Location:</td>
<td>University of California, Riverside</td>
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<td>University:</td>
<td>The Regents of the University of California</td>
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<tr>
<td>University's Representative:</td>
<td>Fernando Nuñez, Jr.</td>
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<td>Project Manager</td>
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<td>Planning, Design &amp; Construction</td>
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<td>University of California, Riverside</td>
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<td>900 University Avenue</td>
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<td>Riverside, CA 92521</td>
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<tr>
<td>Tel:</td>
<td>(951) 827-2466</td>
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<tr>
<td>Fax:</td>
<td>(951) 827-2402</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:Fernando.nunez@ucr.edu">Fernando.nunez@ucr.edu</a></td>
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<tr>
<td></td>
<td>Kara Longtin</td>
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<td>Project Specialist</td>
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<td>Planning, Design &amp; Construction</td>
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<td>Tel:</td>
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<td>Fax:</td>
<td>(951) 827-4556</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:kara.longtin@ucr.edu">kara.longtin@ucr.edu</a></td>
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<tr>
<td></td>
<td>Carlos Madrid</td>
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<td></td>
<td>Senior Construction Inspector</td>
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<td>Planning, Design &amp; Construction</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:carlos.madrid@ucr.edu">carlos.madrid@ucr.edu</a></td>
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<td>Design Professional:</td>
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<td></td>
<td>Nestor C. Ignacio</td>
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<td>IMEG Corporation</td>
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<td>901 Via Piemonte</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:Nestor.C.Ignacio@imegcorp.com">Nestor.C.Ignacio@imegcorp.com</a></td>
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<td>Address for Stop Notices:</td>
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<td>University of California, Riverside</td>
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<td></td>
<td>Accounting Office -002</td>
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<td>Riverside, CA 92521-0123</td>
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Address for Demand for Arbitration: Western Case Management Center
6795 N. Palm Avenue, 2nd Floor
Fresno, CA 93704

A copy of the Demand for Arbitration must be sent to:
University of California
Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200

END OF PROJECT DIRECTORY
ADVERTISEMENT FOR BIDS

Subject to conditions prescribed by the University of California, Riverside, sealed bids for a lump sum contract are invited for the following Project:

**Bourns Hall FACP Replacement**

PROJECT NO. 112003
CONTRACT NO. 112003-LF-2020-110
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

The University of California, Riverside requires the upgrade of the fire alarm system of UCR Bourns Building A & B. The upgrade shall include removal of existing fire alarm signaling and notification devices, remote power supply and wires, and main fire alarm control panel. The new system shall include new fire alarm main control panel and remote power supplies, signaling and notification devices, main fire control panel, cables, conduits/fittings and its support system, and the required power to fire alarm apparatus and devices.

Estimated construction cost: **$400,000.00**

**Bidding and Contract Documents** will be available on **Friday, July 31, 2020**, upon request by sending an email to kara.longtin@ucr.edu. Interested parties must use the following in the subject header:

112003 Bourns FACP Replacement – Request for Bid Documents

**PRE-BID CONFERENCE & SITE VISIT**

A mandatory Pre-Bid Zoom conference call will take place on **Monday, August 10, 2020** beginning promptly at **2:00 PM**. Only bidders who participate in the Pre-Bid conference will be allowed to bid on the Project as prime contractors. For further information, including the Zoom Meeting ID, interested bidders must contact the Project's Contract Administrator, **Kara Longtin** via email, at kara.longtin@ucr.edu. And must use the project’s number and name in the subject header to request the Zoom information.

At this time, there are no plans for a site visit, if a bidder would like access to the site, this will be done by appointment only and through the coordination of the Contract Administrator noted above. Do not contact the project manager directly.

**BID DEADLINE**

Bids must be received at or before **2:00 PM, Friday, August 28, 2020** for furnishing all labor, materials, services, and equipment to complete the Work described below in accordance with the enclosed Bidding Documents. Due to COVID-19 restrictions, all bids will be received electronically only at the email address above; the low bidder must produce the original bid, bid bond, notary acknowledgement and surety notice within 24 hours of making an announcement of who the low bidder is.

Bids are to be submitted to The Regents of the University of California ("University") via email only at:

Email: kara.longtin@ucr.edu

Immediately following the Bid Deadline, bids will be opened and posted on the University's website. Bids will be made available to be reviewed by bidders shortly after bids have been validated. Efforts will be made to accommodate and observe all typical procedures during COVID-19 restrictions.

Bid Security in the amount of 10% of the Lump Sum Base Bid shall accompany each Bid. The Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).
The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding and Contract Documents and to pay prevailing wage rates at the location of the Work.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage at the location of the work.

The successful Bidder must have the following State of California Contractor's license current and active at the time of submission of the Bid: **C-10 Electric**.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
University of California, Riverside

Advertisement Dates: 07/24/2020-08/07/2020
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ARTICLE 1

DEFINITIONS

1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents.

1.2 The term “Addenda” means written or graphic instruments issued by University prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.3 The term “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.

1.5 The term “Bidder” means a person or firm that submits a Bid.

1.6 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.7 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.

1.8 As used in these Instructions to Bidders, the term “Facility” means the University's Facility office issuing the Bidding Documents.

1.9 The term “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.10 The term “Planholder” means a person or entity known by the Facility to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.

1.11 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.12 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the University is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays include January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, December 25th, and every day designated by the University as a holiday.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the “Contractor's License Law,” establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids for the sum stated therein, if any. Documents are only available in full sets and shall not be returned.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 University makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the person or firm designated in the Supplementary Instructions to Bidders.
3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location. The failure to list, on the Bid Form, any one of the items set forth above will result in the University treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of University and in accordance with the State of California “Subletting and Subcontracting Fair Practices Act.”

3.5 ADDENDA

3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.

3.5.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

3.6 BUILDER'S RISK PROPERTY INSURANCE

3.6.1 University will provide builder's risk property insurance subject to the deductibles in the policy as required by the General Conditions if the Contract Sum exceeds $200,000 at the time of award and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included as an Exhibit to the Contract; the policy may be reviewed at the Facility's office. Bidder agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.
ARTICLE 4

PRE-BID CONFERENCE

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by University, comments and questions are received from Bidders, and a Project site visit is conducted. University requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5

BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the University's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate “No Change” by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to “The Regents of the University of California.” When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the University or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder’s Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or University may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which University procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond.
Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder’s Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Supplementary Instructions to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder’s name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Facility receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly.

6.2 REJECTION OF BIDS

6.2.1 University will have the right to reject all Bids.
6.2.2 University will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the University awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by University and who is not rejected by University for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents.

6.3.2 University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at University's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder from being revealed to the representative of the University selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 University will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has elected to be included in the Contract Sum as of the time of award.

6.3.4 The University will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.5 University will select the apparent lowest responsive and responsible Bidder and notify such Bidder on University's form within 50 days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to University all of the following items:

1. Three originals of the Agreement signed by Bidder.
2. Three originals of the Payment Bond required under Article 11 of the General Conditions.
3. Three originals of the Performance Bond required under Article 11 of the General Conditions.
4. Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
5. Name of, qualifications of, and references for the Superintendent proposed for the Work.
6. Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form
contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

.7 Preliminary Contract Schedule as required under Article 3 of the General Conditions.

.8 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, Selection of Retention Options accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.

.9 Cost Breakdown as required by Article 9 of the General Conditions.

6.3.6 Prior to award of the Contract, University will notify Bidder in writing, if University, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to University. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of University to object to a proposed Superintendent or Subcontractor prior to award shall not preclude University from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to University within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.3.8 If University consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to University all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, shall be liable to the University for all resulting damages.

ARTICLE 7

BID PROTEST

7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by with the Facility not later than 5:00 PM on the 3rd business day following:

.1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;

.2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

7.1.2 If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 PM on the 3rd business day following the rejected Bidder’s receipt of the notice of rejection.
7.1.3 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the Facility's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.4.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200
Attention: Associate Director, Design & Construction Policy

And, by email to:
constructionreviewboard@ucop.edu

A copy of the appeal must be sent to all parties involved in the Bid protest and to Facility, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.4 The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be
final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

END OF INSTRUCTIONS TO BIDDERS
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: As specified in Section 1 of the Bid Form.

2. List of Subcontractors (Bid Form Paragraph 9.0) and List of Changes in Subcontractors Due to Alternates (Bid Form Paragraph 10.0).

   The default rule is that, if a Bidder lists one subcontractor for a Work Activity (such as “Electrical”) under Bid Form Paragraph 9.0 and a different subcontractor for the same Work Activity (such as “Electrical”) for the Alternate Work under Bid Form Paragraph 10.0 without reference to the Alternate, then it is deemed that the second subcontractor listed in Paragraph 10.0 will perform the Base Bid Work and the Alternate Work, unless the Bidder expressly writes otherwise.

   A Bidder may list more than one subcontractor per trade, provided that the Work Activity to be performed by each listed subcontractor is adequately described on the spaces provided on the Bid Form, so that which subcontractor will perform which Work Activity can be determined.

   For example, in case of Alternates, if a Bidder wants one subcontractor to perform the electrical Base Bid Work and another subcontractor to perform the electrical Alternate Work, then the Bidder should list the first subcontractor under Bid Form Paragraph 9.0 as performing the “Electrical” Work Activity, and list the second subcontractor under Bid Form Paragraph 10.0 (for listing changes in subcontractors due to Alternates) as performing the “Electrical Alt” or “Electrical Alt Work” or “Electrical Alt Only” or similarly to define the Alternate Work Activity separately to be performed.

3. Requests for clarification or interpretation of the Bidding Documents must be submitted in writing, and shall be addressed only to:

   Kara Longtin
   Email: kara.longtin@ucr.edu
   Tel: 951.827.2610

   The deadline to submit requests for clarification or interpretation is on or before 2:00 PM, on August 17, 2020.

4. The mandatory Pre-Bid ZOOM Conference will be conducted at the time and location specified in the ADVERTISEMENT FOR BIDS, bound herein. (Attendance is mandatory. As evidence of attendance, bidders must sign the attendance sheet provided by University at the Pre-Bid ZOOM Conference). For further information, including the Zoom Meeting ID, interested bidders must contact the Project’s Contract Administrator, Kara Longtin via email, at kara.longtin@ucr.edu. And must use the project’s number and name in the subject header to request the Zoom information.

   Due to COVID-19 restrictions, there will be no mandatory site visit. However, if a contractor would like to visit the site, it will be by appointment only; please contact Kara Longtin to schedule a time.

5. Bids must be received on or before the Bid Deadline and only at the location specified in the ADVERTISEMENT FOR BIDS.

6. Bids will be opened at the same location specified in the ADVERTISEMENT FOR BIDS for the receipt of bids.
7. Contractor will be assessed as liquidated damages the sum of $250.00 for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of $125.00 per day. See Article 5 of the Agreement for detailed requirements.

8. Replace the existing Paragraph 1.4 with the following:

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the ADVERTISEMENT FOR BIDS and which may be revised by Addenda.

9. Replace the existing Paragraph 3.1.1 with the following:

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the ADVERTISEMENT FOR BIDS.

10. Replace the existing Paragraph 3.5.1 with the following:

3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile or email to Planholders who have provided a facsimile number or email address for receipt of Addenda or communications.

11. Replace the existing Paragraph 3.5.3 with the following:

3.5.3 Addenda will be issued such that Planholders should receive them no later than 72 hours prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

12. Replace the existing Paragraph 5.2.4 with the following:

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

13. NOT USED

14. Replace the existing Paragraph 5.4.4 with the following:

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

15. Replace the existing Paragraph 6.3.1 with the following:

6.3.1 University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the University awards the Contract, it will be awarded to the responsible Bidder submitting the
lowest responsive Bid as determined by University and who is not rejected by University for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents.

16. Replace the existing Paragraph 6.3.5 with the following:

6.3.5 University will select the apparent lowest responsive and responsible Bidder and notify such Bidder on University's form within 50 days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to University all of the following items:

.1 Three originals of the Agreement signed by Bidder.

.2 Three originals of the Payment Bond required under Article 11 of the General Conditions.

.3 Three originals of the Performance Bond required under Article 11 of the General Conditions.

.4 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.

.5 Names of all Subcontractors, with their addresses, telephone and facsimile numbers, contact persons, portions of the Work and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on the Report of Subcontractor Information form, along with a completed Self-Certification form, contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

.6 Preliminary Contract Schedule as required under Article 3 of the General Conditions.

.7 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, a completed Selection of Retention Options form accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.

.8 Cost Breakdown as required by Article 9 of the General Conditions.

17. Replace the existing Paragraph 6.3.7 with the following:

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to University within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

18. Replace the existing Paragraph 6.3.8 with the following:
6.3.8 If University consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to University all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, shall be liable to the University for all resulting damages.

19. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the Bidder’s risk, and the University does provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this Project.

20. **PREVAILING WAGE INFORMATION:** A bidder can obtain the prevailing wage information through the internet at [www.dir.ca.gov](http://www.dir.ca.gov) or at [http://www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
INFORMATION AVAILABLE TO BIDDERS

The following information is made available for the convenience of bidders and is not a part of the Contract. The information is provided subject to the provisions of Article 3 of the General Conditions.

1. The University of California has contracts for materials, equipment and/or services with the suppliers listed on the Office of the President Procurement Services website at:
   http://www.ucop.edu/procurement-services/for-suppliers/ucop-designated-construction-agreements.html

   General Contractors or others submitting bids for University construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these suppliers meet the requirements of the University's construction contracts.

   Use of such suppliers shall not relieve Contractor from its obligation to meet all contractual requirements in any contracts with the University. The university will not be a party to any agreements with such suppliers and accepts no performance obligations or liability with respect to such agreements.

2. Reports: None

3. Record Documents and As-Builts: None

END OF INFORMATION AVAILABLE TO BIDDERS
BID FORM

FOR: BOURNS FACP REPLACEMENT
PROJECT NUMBER: 112003
CONTRACT NUMBER: 112003-LF-2020-110
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

July 31, 2020

BID TO:
Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1223 University Avenue, Suite 240
Riverside, CA 92507
(951) 827-2610

BID FROM:

(Name of Bidder)

(Contact Name)

(Address)

(City, State, Zip Code)

(Telephone Number) (Facsimile Number)

(E-mail)

(Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.
BIDDER'S NAME:__________________________________________

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 60 days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

$ ___________ , ___________ , ___________ . ___________

(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances:

Allowance No. 1: Include an allowance of $7,500.00 for Fire Watch, as specified in Specification Section 01 2100.

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.
BIDDER’S NAME: __________________________________________________________

6.0 UNIT PRICES- NOT USED

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS- NOT USED

8.0 ALTERNATES- NOT USED
9.0 **LIST OF SUBCONTRACTORS**

Bidder will use Subcontractors for the Work:

- [ ] No
- [ ] Yes

If “yes”, provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

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<tr>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
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<th>Location of Business (City)</th>
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(Note: Add additional pages if required.)
BIDDER’S NAME: ________________________________________________________________

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES- NOT USED

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

__________________________________________
(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF ____________________________ .

(State)

NAME OF PRESIDENT OF THE CORPORATION:

__________________________________________ .

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

__________________________________________ .

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

__________________________________________ .

(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

__________________________________________

(Classification(s)) (License Number) (Expiration Date)

(For Joint Venture, list Joint Venture’s license and licenses for all Joint Venture partners.)
BIDDER’S NAME: ____________________________

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of __________________________ (Bid Bond or Certified Check)

13.0 DECLARATION

I, ____________________________ , hereby declare that I am the ____________________________ of ____________________________, submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this 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 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 of 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.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was executed at:

______________________________, in the State of _________________,
(Name of City if within a City, otherwise Name of County) (State)

on ____________
(Date)

______________________________
(Signature)
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ______________________________, as Principal, and ______________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, ourheirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Project Name: Bourns Hall FACP Replacement
Project Number: 112003, Contract Number: 112003-LF-2020-110

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within 60 days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

1. Enter into a written agreement, in the prescribed form, in accordance with the Bid.
2. File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
3. Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys’ fees and costs incurred by THE REGENTS in such suit.

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

PRINCIPAL:

______________________________
(Name of Company)

By: ___________________________
(Signature)

______________________________
(Printed Name)

______________________________
(Title)

SURETY:

______________________________
(Name of Company)

By: ___________________________
(Signature)

______________________________
(Printed Name)

______________________________
(Title)

Address for Notices:

______________________________
(Street Address)

______________________________
(City, State & Zip Code)

NOTE: Notary acknowledgement for Surety and Surety’s Power of Attorney must be attached.
AGREEMENT

This AGREEMENT is made on ______, between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, Riverside

whose address for notices is: UCR Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 University Avenue
Riverside, CA 92521

and Contractor: Name

whose address for notices is: Street Address
City, State & Zip

for the Project: BOURNS HALL FACP REPLACEMENT
Project Number: 112003
University of California, Riverside
County of Riverside
Riverside, California 92521

University's Responsible Administrator: Blythe R. Wilson, Architect
Director of Project Management
Planning, Design & Construction

University's Representative is: Fernando Nuñez, Jr.
Project Manager
Planning, Design & Construction

whose address for notices is: UCR Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 University Avenue
Riverside, CA 92521

Contract Documents for the Work Prepared by: Roger Pura, Senior Associate
IMEG Corporation
901 Via Piemonte, #400
Ontario, CA 91764
Tel: 909-477-6915
Fax: 909-477-6916
University and Contractor hereby agree as follows:

ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Contractor, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, $______, the "Contract Sum".

ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within 60 days, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of $250.00 for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of $125.00 per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE 6 COMPENSABLE DELAYS

NOT USED
ARTICLE 7 DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

CONTRACTOR:

(Name of Company)

a

(Type of Organization)

(Name of Licensee)

By:

(Signature)

(Classification and License Number)

(Print Name)

(Expiration Date)

(Title)

(Employer Identification Number)

Recommended:

By University’s Representative:

(Signature & Date)

Fernando Nuñez, Jr.
Project Manager
Planning, Design & Construction

(Full Name & Title)

Funds Sufficient:

By Financial Administrative Officer:

(Signature & Date)

Susan McFadden
Senior Financial Analyst
Planning, Design & Construction

(Full Name & Title)

UNIVERSITY:

By The Regents of the University of California:

(Signature & Date)

Blythe R. Wilson, Architect
Director of Project Management
Planning, Design & Construction

(Full Name & Title)

Account No.: Activity Code: 
Fund: Function: 
Cost Center: Project Code: 

Attach notary acknowledgement for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.
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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 APPLICABLE CODE REQUIREMENTS
The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work including without limitation the requirements set forth in Article 3.7.

1.1.2 APPLICATION FOR PAYMENT
The term "Application For Payment" means the submittal from Contractor wherein payment for certain portions of the completed Work is requested in accordance with Article 9.

1.1.3 BENEFICIAL OCCUPANCY
The term "Beneficial Occupancy" means the University's occupancy or use of any part of the Work in accordance with Article 9.

1.1.4 CERTIFICATE FOR PAYMENT
The term "Certificate For Payment" means the form signed by University's Representative attesting to the Contractor's right to receive payment for certain completed portions of the Work in accordance with Article 9.

1.1.5 CHANGE ORDER
See Article 7.2 of the General Conditions.

1.1.6 CLAIM
See Article 4.3 of the General Conditions.

1.1.7 COMPENSABLE DELAY
The term "Compensable Delay" means a delay that entitles the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time pursuant to Articles 7 and 8 of the General Conditions.

1.1.8 CONTRACT
The term "Contract" shall have the meaning identified in Article 2 of the Agreement.

1.1.9 CONTRACT DOCUMENTS
The term "Contract Documents" means all documents listed in Article 2 of the Agreement, as modified by Change Order, including but not limited to the Drawings and Specifications.

1.1.10 CONTRACT MILESTONE
The term "Contract Milestone" means any requirement in the Contract Documents that reflects a planned point in time for the start or completion of a portion of the Work measured from i) the date of the Notice to Proceed or ii) the date of another Contract Milestone defined in the Contract Documents, as applicable.

1.1.11 CONTRACT SCHEDULE
The term "Contract Schedule" means the graphical representation of a practical plan, in accordance with the Specifications, to perform and complete the Work within the Contract Time in accordance with Article 3.

1.1.12 CONTRACT SUM
The term "Contract Sum" means the amount of compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order.

1.1.13 CONTRACT TIME
The term "Contract Time" means the number of days set forth in the Agreement, as adjusted by Change Order, within which Contractor must achieve Final Completion.

1.1.14 CONTRACTOR
The term "Contractor" means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.
1.1.15 CONTRACTOR FEE
See Article 7.3 of the General Conditions.

1.1.16 COST OF EXTRA WORK
See Article 7.3 of the General Conditions.

1.1.17 DAY
The term "day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.

1.1.18 DEFECTIVE WORK
The term "Defective Work" means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of University's Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

1.1.19 DRAWINGS
The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

1.1.20 EXCUSABLE DELAY
The term "Excusable Delay" means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment of the Contract Sum, pursuant to Articles 7 and 8 of the General Conditions.

1.1.21 EXTRA WORK
The term "Extra Work" means Work beyond or in addition to the Work required by the Contract Documents.

1.1.22 FIELD ORDER
See Article 7.2 of the General Conditions.

1.1.23 FINAL COMPLETION
The term "Final Completion" means the date at which the Work has been fully completed in accordance with the requirements of the Contract Documents pursuant to Article 9.8.1 of the General Conditions.

1.1.24 GUARANTEE TO REPAIR PERIOD
See Article 12.2 of the General Conditions.

1.1.25 HAZARDOUS MATERIAL
The term "Hazardous Material" means any substance or material identified as hazardous under any California or federal statute governing handling, disposal and/or cleanup of any such substance or material.

1.1.26 PROJECT
The term "Project" means the Work of the Contract and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include construction by University or by Separate Contractors.

1.1.27 PROJECT SITE
The term "Project Site" or "Project site" or "Site" or "site" means lands and facilities upon which the Work pertaining to physical construction operations is performed, including such access and other lands and facilities designated in the Contract Documents for use by Contractor.

1.1.28 SEPARATE CONTRACTOR
The term "Separate Contractor" means a person or firm under separate contract with University performing other work related to the Project.

1.1.29 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
See Article 3.12 of the General Conditions.

1.1.30 SPECIFICATIONS
The term "Specifications" means that portion of the Contract Documents consisting of the written requirements
for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.31 SUBCONTRACTOR
The term “Subcontractor” means a person or firm that has a contract with Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

1.1.32 SUBSTANTIAL COMPLETION
See Article 9.7 of the General Conditions.

1.1.33 SUPERINTENDENT
The term “Superintendent” means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

1.1.34 TIER
The term “tier” means the contractual level of a Subcontractor or supplier with respect to Contractor. For example, a first-tier Subcontractor is under subcontract with Contractor, a second-tier Subcontractor is under subcontract with a first-tier Subcontractor, and so on.

1.1.35 UNEXCUSABLE DELAY
The term “Unexcusable Delay” means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

1.1.36 UNILATERAL CHANGE ORDER.
See Article 7.2 of the General Conditions.

1.1.37 UNIVERSITY
The term “University” means The Regents of the University of California.

1.1.38 UNIVERSITY’S BUILDING OFFICIAL
The term “University’s Building Official,” or “Certified Building Official,” means the individual the University has designated to act in the capacity as the “Building Official” as defined by the California Building Standards Code. The University’s Building Official will determine whether the Work complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.

1.1.39 UNIVERSITY’S REPRESENTATIVE
The term “University's Representative” means the person identified as such in the Agreement.

1.1.40 UNIVERSITY’S RESPONSIBLE ADMINISTRATOR
The term “University’s Responsible Administrator” means the person, or his or her authorized designee, who is authorized to execute the Agreement, Change Orders, Field Orders, and other applicable Contract Documents on behalf of the University.

1.1.41 WORK
The term “Work” means all construction, services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the Project.

1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

1.2.1 The Contract Documents and all copies thereof furnished to or provided by Contractor are the property of the University and are not to be used on other work.

1.3 INTERPRETATION

1.3.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In the case of conflict between terms of the Contract Documents, the following order of precedence shall apply:
.1  The Agreement,
.2  The Supplementary Conditions,
.3  The General Conditions,
.4  The Specifications,
.5  The Drawings.

1.3.2  With respect to the Drawings, figured dimensions shall control over scaled measurements and specific details shall control over typical or standard details.

1.3.3  With respect to the Contract Documents, Addenda shall govern over other portions of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

1.3.4  Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3.5  Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.6  The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.7  Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

ARTICLE 2
UNIVERSITY

2.1  INFORMATION AND SERVICES PROVIDED BY UNIVERSITY

2.1.1  If required for performance of the Work, as determined by University's Representative, University will make available a survey describing known physical characteristics, boundaries, easements, and utility locations for the Project site.

2.1.2  University is not subject to any requirement to obtain or pay for local building permits, inspection fees, plan checking fees, or certain utility fees. Except as otherwise provided in the Contract Documents, University will obtain and pay for any utility permits, demolition permits, easements, and government approvals for the use or occupancy of permanent structures required in connection with the Work.

2.1.3  Contractor will be furnished, free of charge, such copies of the Contract Documents as University deems reasonably necessary for execution of the Work.

2.2  ACCESS TO PROJECT SITE

2.2.1  University will provide, no later than the date designated in the Contract Schedule accepted by University's Representative, access to the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents for use by
2.3 UNIVERSITY'S RIGHT TO STOP THE WORK

2.3.1 If Contractor fails to correct Defective Work as required by Article 12.2 or fails to perform the Work in accordance with the Contract Documents, University or University's Representative may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. University and University's Representative have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

2.4 UNIVERSITY'S RIGHT TO CARRY OUT THE WORK

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from University, fails within 2 days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the University may specify, to correct such failure, University may, without prejudice to other remedies University may have, correct such failure at Contractor's expense. In such case, University will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including without limitation compensation for the additional services and expenses of University's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to University.

2.5 UNIVERSITY'S RIGHT TO REPLACE UNIVERSITY'S REPRESENTATIVE

2.5.1 University may at any time and from time to time, without prior notice to or approval of Contractor, replace University's Representative with a new University's Representative. Upon receipt of notice from University informing Contractor of such replacement and identifying the new University's representative, Contractor shall recognize such person or firm as University's Representative for all purposes under the Contract Documents.

ARTICLE 3
CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 Contractor and its Subcontractors shall review and compare each of the Contract Documents with the others and with information furnished or made available by University, and shall promptly report in writing to University's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by Contractor or its Subcontractors.

3.1.2 Contractor and its Subcontractors shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to University's Representative.

3.1.3 If Contractor and its Subcontractors performs any construction activity involving an error, inconsistency, or omission referred to in Articles 3.1.1 and 3.1.2, without giving the notice required in those Articles and obtaining the written consent of University's Representative, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.

3.2.2 Contractor shall be responsible to University for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees.
3.2.3 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract
Documents either by acts or omissions of University or University's Representative in the administration of the
Contract, or by tests, inspections, or approvals required or performed by persons or firms other than
Contractor.

3.2.4 Contractor shall be responsible for inspection of all portions of the Work, including those portions
already performed under this Contract, to determine that such portions conform to the requirements of the
Contract and are ready to receive subsequent Work.

3.2.5 Contractor shall at all times maintain good discipline and order among its employees and
Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, materials,
equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other
facilities and services necessary for proper execution and Final Completion of the Work, whether temporary
or permanent and whether or not incorporated or to be incorporated in the Work.

3.4 CONTRACTOR'S WARRANTY

3.4.1 Contractor warrants to University that all materials and equipment used in or incorporated into the
Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Work
will be of good quality and free from defects; and that the Work will conform with the requirements of the
Contract. If required by University's Representative, Contractor shall furnish satisfactory evidence as to the
kind and quality of materials and equipment.

3.5 TAXES

3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof
provided by Contractor.

3.6 PERMITS, FEES, AND NOTICES

3.6.1 Except for the permits and approvals which are to be obtained by University or the requirements with
respect to which University is not subject as provided in Article 2.1.2, Contractor shall secure and pay for all
permits, approvals, government fees, licenses, and inspections necessary for the proper execution and
performance of the Work. Contractor shall deliver to University all original licenses, permits, and approvals
obtained by Contractor in connection with the Work prior to the final payment or upon termination of the
Contract, whichever is earlier.

3.7 APPLICABLE CODE REQUIREMENTS

3.7.1 Contractor shall perform the Work in accordance with the following Applicable Code Requirements:

1. All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.
2. All requirements of any insurance company issuing insurance required hereunder.
3. The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.
6. All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Without limiting the foregoing, Contractor shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in Article 14.

3.7.2 Contractor shall comply with and give notices required by all Applicable Code Requirements,
including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). Contractor shall promptly notify University's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

3.7.3 If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to University and University's Representative, Contractor shall be responsible for such Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

3.8 SUPERINTENDENT

3.8.1 Contractor shall employ a competent Superintendent satisfactory to University who shall be in attendance at the Project site at all times during the performance of the Work. Superintendent shall represent Contractor and communications given to and received from Superintendent shall be binding on Contractor.

3.8.2 Contractor shall provide the Key Personnel, in addition to the Superintendent, as named in the Key Personnel Exhibit to this Contract. Substitution or replacement of any named individual requires the written approval of the University's Representative and approval will be at the sole discretion of University. Failure to maintain a Superintendent on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling University to terminate the Contract or alternatively, issue a stop Work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop Work order, Contractor fails to complete the Contract on time, Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.8.3 The Superintendent approved for the Project must be able to read, write and verbally communicate in English.

3.8.4 The Superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site when Work is in progress.

3.9 SCHEDULES REQUIRED OF CONTRACTOR

3.9.1 Contractor shall submit a Preliminary Contract Schedule to University's Representative in the form and within the time limit required by the Specifications. University's Representative will review the Preliminary Contract Schedule with Contractor within the time limit required by the Specifications, or, if no such time period is specified, within a reasonable period of time.

3.9.2 Contractor shall submit a Contract Schedule and updated Contract Schedules to University's Representative in the form and within the time limits required by the Specifications and acceptable to University's Representative. University's Representative will determine acceptability of the Contract Schedule and updated Contract Schedules within the time limits required by the Specifications, or if no such time period is specified, within a reasonable period of time. If University's Representative deems the Contract Schedule or updated Contract Schedule unacceptable, it shall specify in writing to Contractor the basis for its objection.

3.9.3 The Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules shall represent a practical plan to complete the Work within the Contract Time. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by University's Representative to be practical. Schedules showing the Work completed beyond the Contract Time may be submitted under the following circumstances:

1. If accompanied by a Change Order Request seeking an adjustment of the Contract Time consistent with the requirements of paragraph 8.4 for Adjustment of the Contract Time for Delay;

2. If the Contract Time has passed, or if it is a practical impossibility to complete the Work within the Contract Time, then the updated Contract Schedule or fragment schedule shall show completion at the earliest practical date.
University's Representative will timely review the updated Contract Schedule or Fragnet Schedule submitted by Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate the updated Contract Schedule or Fragnet Schedule, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the updated Contract Schedule or Fragnet Schedule or the deadline for furnishing such additional supporting data. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying approval of the updated Contract Schedule or Fragnet Schedule.

Acceptance of any schedule showing completion beyond the Contract Time by University's Representative shall not change the Contract Time and is without prejudice to any right of the University. The Contract Time, not the Contract Schedule, shall control in the determination of liquidated damages payable by Contractor under Article 4 and Article 5 of the Agreement and in the determination of any delay under Article 8 of the General Conditions.

3.9.4 If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the Final Completion of the Work beyond the expiration of the Contract Time.

3.9.5 Contractor shall prepare and keep current to the reasonable satisfaction of University's Representative, a Submittal Schedule in the form contained in the Exhibits, for each submittal, as required by the Specifications, and that are coordinated with the other activities in the Contract Schedule.

3.9.6 The Preliminary Contract Schedule, Contract Schedule, and the Updated Contract Schedules shall meet the following requirements:

1. Schedules must be suitable for monitoring progress of the Work.
2. Schedules must provide necessary data about the timing for University decisions and University furnished items.
3. Schedules must be in sufficient detail to demonstrate adequate planning for the Work.
4. Schedules must represent a practical plan to perform and complete the Work within the Contract Time.

3.9.7 University's Representative's review of the form and general content of the Preliminary Contract Schedule, Contract Schedule, and Updated Contract Schedules is for the purpose of determining if the above-listed requirements have been satisfied.

3.9.8 Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work will permit its completion within the Contract Time, any Contract milestones and any Contract phases.

3.9.9 In preparing the Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules, Contractor shall obtain such information and data from Subcontractors as may be required to develop a reasonable and appropriate schedule for performance of the work and shall provide such information and data to the University's Representative upon request. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate and integrate such information and data into updated Contract Schedules, as appropriate, and shall monitor the progress of the Work and the delivery of equipment.

3.9.10 Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier.

3.9.11 Contractor shall cooperate with University's Representative in the development of the Contract Schedule and updated Contract Schedules. University's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to University's Representative or University nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule. Failure of University's Representative to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve
Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.10 AS-BUILT DOCUMENTS

3.10.1 Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials, equipment and installation methods used for the Work and each revision shall be initialed and dated by Superintendent. Prior to filing of the Notice of Completion each drawing and the specification cover shall be signed by Contractor and dated attesting to the completeness of the information noted therein. As-built Documents shall be turned over to the University's Representative and shall become part of the Record Documents.

3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.11.1 Contractor shall maintain the following at the Project site:

.1 One as-built copy of the Contract Documents, in good order and marked to record current changes and selections made during construction.
.2 The current accepted Contract Schedule.
.3 Shop Drawings, Product Data, and Samples.
.4 All other required submittals.

These shall be available to University's Representative and shall be delivered to University's Representative for submittal to University upon the earlier of Final Completion or termination of the Contract.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1 Definitions:

.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.
.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate or describe materials or equipment for some portion of the Work.
.3 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

3.12.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.12.3 Contractor shall review, approve, and submit to University's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of University or of Separate Contractors. Submittals made by Contractor which are not required by the Contract Documents may be returned without action by University's Representative.

3.12.4 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 University's Representative and no exceptions have been taken by University's Representative. Such Work shall be in accordance with approved submittals and the Contract Documents.

3.12.5 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.
3.12.6 If Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, Contractor shall notify University's Representative and receive instruction before proceeding with the affected Work.

3.12.7 Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by University's Representative's review of Shop Drawings, Product Data, Samples, or similar submittals, unless Contractor has specifically informed University's Representative in writing of such deviation at the time of submittal and University's Representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by University's Representative's review, acceptance, comment, or approval thereof.

3.12.8 Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by University's Representative on previous submittals.

3.13 USE OF SITE AND CLEAN UP

3.13.1 Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

3.13.2 Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

3.13.3 Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

3.14 CUTTING, FITTING, AND PATCHING

3.14.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.

3.14.2 Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of University's Representative.

3.15 ACCESS TO WORK

3.15.1 University, University's Representative, their consultants, and other persons authorized by University will at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

3.16 ROYALTIES AND PATENTS

3.16.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall defend suits or claims resulting from Contractor's or any Subcontractor's infringement of patent rights and shall Indemnify, defend and hold harmless University and University's Representative from losses on account thereof.

3.17 DIFFERING SITE CONDITIONS

3.17.1 If Contractor encounters any of the following conditions at the site, Contractor shall immediately notify the University's Representative in writing of the specific differing conditions before they are disturbed and before any affected Work is performed, and permit investigation of the conditions:
.1 Subsurface or latent physical conditions at the site (including Hazardous Materials) which differ materially from those indicated in this Contract, or if not indicated in this Contract, in the Information Available to Bidders; or

.2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.17.2 Contractor shall be entitled to an adjustment to the Contract Sum and/or Contract Time as the result of extra costs and/or delays resulting from a materially differing site condition, if and only if Contractor fulfills the following conditions:

.1 Contractor fully complies with Article 3.17.1; and

.2 Contractor fully complies with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.17.3 Adjustments to the Contract Sum and/or Contract Time shall be subject to the procedures and limitations set forth in Articles 7 and 8.

3.18 CONCEALED, UNFORESEEN, OR UNKNOWN CONDITIONS OR EVENTS

3.18.1 Except and only to the extent provided otherwise in Articles 3.17, 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:

.1 To bear the risk of concealed, unforeseen or unknown conditions or events, if any, which may be encountered in performing the Contract; and

.2 That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed, unforeseen or unknown conditions or events, Contractor understands that, except and only to the extent provided otherwise in Articles 3.17, 7 and 8, concealed, unforeseen or unknown conditions or events shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

3.18.2 If Contractor encounters concealed, unforeseen or unknown conditions or events that may require a change to the design shown in the Contract Documents, Contractor shall immediately notify University’s Representative in writing such that University’s Representative can determine if a change to the design is required. Contractor shall be liable to University for any extra costs incurred as the result of Contractor’s failure to immediately give such notice.

3.18.3 If, as the result of concealed, unforeseen or unknown conditions or events, the University issues a Change Order or Field Order that changes the design from the design depicted in the Contract Documents, Contractor shall be entitled, subject to compliance with all the provisions of the Contract, including those set forth in Articles 4, 7 and 8, to an adjustment of the Contract Sum and/or Contract Time, for the cost and delay resulting from implementing the changes to the design. Except as provided in this Article 3.18.3, or as may be expressly provided otherwise in the Contract, there shall be no adjustment of the Contract Sum and/or Contract Time as a result of concealed, unforeseen or unknown conditions or events.

3.18.4 Contractor shall, as a condition precedent to any adjustment in Contract Sum or Contract Time under Article 3.18.3, fully comply with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.19 HAZARDOUS MATERIALS

3.19.1 The University shall not be responsible for any Hazardous Material brought to the site by the Contractor.

3.19.2 If the Contractor: (i) introduces and/or discharges a Hazardous Material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract
Documents, the Contractor shall hire a qualified remediation contractor at Contractor’s sole cost to eliminate the condition as soon as possible. Under no circumstances shall the Contractor perform Work for which it is not qualified. University, in its sole discretion, may require the Contractor to retain at Contractor’s cost an independent testing laboratory.

3.19.3 If the Contractor encounters a Hazardous Material which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify University (and promptly thereafter confirm such notice in writing).

3.19.4 Subject to Contractor’s compliance with Article 3.19.3, the University shall verify the presence or absence of the Hazardous Material reported by the Contractor, except as qualified under Section 3.19.1 and 3.19.3, and, in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the University. The Contract Time and Sum shall be extended appropriately as provided in Articles 7 and 8.

3.19.5 The University shall indemnify and hold harmless the Contractor from and against claims, damages, losses and expenses, arising from a Hazardous Material on the Project site, if such Hazardous Material: (i) was not shown on the Contract Documents or Information Available to Bidders; (ii) was not brought to the site by Contractor; and (iii) exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste. The indemnity obligation in this Article shall not apply to:

1. Claims, damages, losses or expenses arising from the breach of contract, negligence or willful misconduct of Contractor, its suppliers, its Subcontractors of all tiers and/or any persons or entities working under Contractor; and

2. Claims, damages, losses or expenses arising from a Hazardous Material subject to Article 3.19.2.

3.19.6 In addition to the requirements in Article 3.22, Contractor shall indemnify and hold harmless the University from and against claims, damages, losses and expenses, arising from a Hazardous Material on the Project site, if such Hazardous Material exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either (i) shown on the Contract Documents or Information Available to Bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify University in the event of the sole negligence of the University, its officers, agents, or employees.

3.20 INFORMATION AVAILABLE TO BIDDERS

3.20.1 Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

1. The information is made available for the convenience of Bidders and is not a part of the Contract.

2. The Contractor may rely on written descriptions of physical conditions included in the information to the extent such reliance is reasonable.

3. Other components of the information, including but not limited to recommendations, may not be relied upon by Contractor. University shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the Contractor.

3.21 LIABILITY FOR AND REPAIR OF DAMAGED WORK

3.21.1 Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake or otherwise) prior to University’s acceptance of the Project as fully completed except that Contractor shall not be liable for damages and losses to the Project caused by earthquake in excess of magnitude 3.5 on the Richter Scale, tidal wave, or flood, provided that the damages or losses were not caused in whole or in part by the negligent acts or omissions of Contractor, its officers, agents or employees (including all Subcontractors and suppliers of all tiers). As used herein, “flood” shall have the same meaning as in the builder’s risk property insurance.
3.21.2 Contractor shall promptly repair and replace any Work or materials damaged or destroyed for which the Contractor is liable under Article 3.21.1.

3.22 INDEMNIFICATION

3.22.1 Contractor shall indemnify, defend and hold harmless University, University's consultants, University's Representative, University's Representative's consultants, and their respective directors, officers, agents, and employees from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

1. The failure of Contractor to perform its obligations under the Contract.
2. The inaccuracy of any representation or warranty by Contractor given in accordance with or contained in the Contract Documents.
3. Any claim of damage or loss by any Subcontractor against University arising out of any alleged act or omission of Contractor or any other Subcontractor, or anyone directly or indirectly employed by Contractor or any Subcontractor.
4. Any claim of damage or loss resulting from Hazardous Materials introduced, discharged, or disturbed by Contractor as required per Article 3.19.6.

3.22.2 The University shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the Work herein referred to or in connection therewith, to persons and/or property, and Contractor shall fully indemnify, defend and hold harmless University and protect University from and against the same as provided in paragraph 3.22.1 above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the University, its officers, employees, and agents from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, its officers, agents, employees, or any of its Subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the Contractor, its officers, agents, employees, or any of its Subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the Work called for by this Contract. Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of University, its officers, agents, or employees, regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of University, its officers, agents, or employees; or (ii) to the extent that the University shall indemnify and hold harmless the Contractor for Hazardous Materials pursuant to Article 3.19.5.

3.22.3 In claims against any person or entity indemnified under this Article 3.22 that are made by an employee of Contractor or any Subcontractor, a person indirectly employed by Contractor or any Subcontractor, or anyone for whose acts Contractor or any Subcontractor may be liable, the indemnification obligation under this Article 3.22 shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

3.22.4 The indemnification obligations under this Article 3.22 shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

3.22.5 Contractor shall indemnify University from and against Losses resulting from any claim of damage made by any Separate Contractor against University arising out of any alleged acts or omissions of Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

3.22.6 Contractor shall indemnify Separate Contractors from and against Losses arising out of the negligent acts, omissions, or willful misconduct of Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT BY UNIVERSITY'S REPRESENTATIVE

4.1.1 University's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of University. University's Representative will have authority to act on behalf of University only to the extent provided in the Contract Documents.

4.1.2 University's Representative will have the right to visit the Project site at such intervals as deemed appropriate by the University's Representative. However, no actions taken during such Project site visit by University's Representative shall relieve Contractor of its obligations as described in the Contract Documents.

4.1.3 University's Representative will not have control over, will not be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, University and Contractor shall communicate through University's Representative. Except when direct communication has been specifically authorized in writing by University Representative, communications by Contractor with University's consultants and University's Representative's consultants shall be through University's Representative. Communications by University and University's Representative with Subcontractors will be through Contractor. Communications by Contractor and Subcontractors with Separate Contractors shall be through University's Representative. Contractor shall not rely on oral or other non-written communications.

4.1.5 Based on University's Representative's Project site visits and evaluations of Contractor's Applications For Payment, University's Representative will recommend amounts, if any, due Contractor and will issue Certificates For Payment in such amounts.

4.1.6 University's Representative will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. University's Representative will have the authority to stop the Work or any portion thereof. Whenever University's Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, University's Representative will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of University's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise or not exercise such authority, will give rise to a duty or responsibility of University or University's Representative to Contractor, or any person or entity claiming under or through Contractor.

4.1.7 University's Representative will have the authority to conduct inspections as provided in the Contract Documents, to take Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by Contractor; and will issue a final Certificate For Payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.8 University's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Should Contractor discover any conflicts, omissions, or errors in the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, Contractor shall notify University's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. University's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should Contractor proceed with the Work affected before receipt of a response from University's Representative, any portion of the Work which is not done in accordance with University's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant losses.

4.2 CONTRACTOR CHANGE ORDER REQUESTS
4.2.1 Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work, materially differing site conditions, or Delays to Final Completion of the Work.

4.2.2 Conditions precedent to obtaining an adjustment of the Contract Sum and/or Contract Time, payment of money, or other relief with respect to the Contract Documents, for any other reason, are:

.1 Timely submission of a Change Order Request that meets the requirements of Articles 4.2.3.1 and 4.2.3.2; and

.2 If requested, timely submission of additional information requested by the University Representative pursuant to Article 4.2.3.3.

4.2.3 Change Order Request:

4.2.3.1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the Contractor discovers, or reasonably should discover the circumstances giving rise to the Change Order Request, unless additional time is allowed in writing by University's Representative for submission of the Change Order Request, provided that if:

.1 the Change Order Request includes compensation sought by a Subcontractor; AND

.2 the Contractor requests in writing to the University's Representative, within the 7-day time period, additional time to permit Contractor to conduct an appropriate review of the Subcontractor Change Order Request,

the time period for submission of the actual Change Order Request shall be extended by the number of days specified in writing by the University's Representative.

4.2.3.2 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment of the Contract Sum, Contract Time, and/or other monetary relief. If the Contractor requests an adjustment to the Contract Sum or other monetary relief, the Contractor shall submit the following with the Change Order Request:

.1 a completed Cost Proposal in the form contained in the Exhibits meeting the requirements of Article 7; OR

.2 a partial Cost Proposal and a declaration of what required information is not then known to Contractor. If Contractor failed to submit a completed Cost Proposal with the Change Order Request, Contractor shall submit a completed Cost Proposal meeting the requirements of Article 7 within 7 days of the date the Contractor submitted the Change Order Request unless additional time is allowed by the University's Representative.

4.2.3.3 Upon request of University's Representative, Contractor shall submit such additional information as may be requested by University's Representative for the purpose of evaluating the Change Order Request. Such additional information may include:

.1 If Contractor seeks an adjustment of the Contract Sum or other monetary relief, actual cost records for any changed or extra costs (including without limitation, payroll records, material and rental invoices and the like), shall be submitted by the deadline established by the University’s Representative, who may require such actual cost records to be submitted and reviewed, on a daily basis, by the University's Representative and/or representatives of the University's Representative.

.2 If Contractor seeks an adjustment of the Contract Time, written documentation demonstrating Contractor's entitlement to a time extension under Article 8.4, which shall be submitted within 15 days of the date requested. If requested, Contractor may submit a fragnet in support of its request for a time extension. The University may, but is not obligated to, grant a time extension on the basis of a fragnet alone which, by its nature, is not a complete schedule analysis. If deemed appropriate by University Representative, Contractor shall submit a more detailed schedule analysis in support of its request for a time extension.
.3 If Contractor seeks an adjustment of the Contract Sum or other monetary relief for delay, written documentation demonstrating Contractor's entitlement to such an adjustment under Article 7.3.9, which shall be submitted within 15 days of the date requested.

.4 Any other information requested by the University's Representative for the purpose of evaluating the Change Order Request, which shall be submitted by the deadline established by the University's Representative.

4.2.4 University's Representative will make a decision on a Change Order Request, within a reasonable time, after receipt of a Change Order Request. In the event the Change Order Request is submitted pursuant to Article 8.4.1, the University's Representative shall promptly review and accept or reject it within thirty (30) days. A final decision is any decision on a Change Order Request which states that it is final. If University's Representative issues a final decision denying a Change Order Request in whole or in part, Contractor may contest the decision by filing a timely Claim under the procedures specified in Article 4.4.

4.2.5 Contractor may file a written demand for a final decision by University's Representative on all or part of any Change Order Request as to which the University's Representative has not previously issued a final decision pursuant to Article 4.2.4; such written demand may not be made earlier than the 30th day after submission of the Change Order Request. Within 30 days of receipt of the demand, University's Representative will issue a final decision on the Change Order Request. The University's Representative's failure to issue a decision within the 30-day period shall be treated as the issuance, on the last day of the 30-day period, of a final decision to deny the Change Order Request in its entirety.

4.3 CLAIMS

4.3.1 The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between University and Contractor arising out of or related to the Contract Documents or the performance of the Work. However, the term "Claim" shall not include, and the Claims procedures provided under this Article 4, including but not limited to arbitration, shall not apply to the following:

   .1 Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine.
   .2 Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
   .3 Claims by University, except as set forth in Articles 4.5, 4.6, and 4.7.
   .4 Claims respecting stop payment notices.

4.3.2 A Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request pursuant to Articles 4.2.4 and 4.2.5.

4.3.3 A Claim must include the following:

   .1 A statement that it is a Claim and a request for a decision pursuant to Article 4.5.
   .2 A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.
   .3 A certification, executed by Contractor, that the claim is filed in good faith. The certification must be made on the Claim Certification form, included in the Exhibits to the Contract. The language of the Claim Certification form may not be modified.
   .4 A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim, that the subcontractor’s portion of the claim is filed in good faith. The certification must be made on the Claim Certification form, included in the Exhibits to the Contract. The language of the Claim Certification form may not be modified.
   .5 A statement demonstrating that a Change Order Request was timely submitted as required by Article 4.2.3.
   .6 A statement
demonstrating that the Cost Proposal or the declaration was timely submitted as required by Article 4.2.3.

.7 A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

.1 If the Claim involves Extra Work, a detailed cost breakdown of the amounts claimed, including the items specified in Article 7.3.2. An estimate of the costs must be provided even if the costs claimed have not been incurred when the Claim is submitted. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred. A cost record will be considered current if submitted within 30 days of the date the cost reflected in the record is incurred. At the request of the University's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including workers’ names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, hours of use, dates of use and equipment rental rates of any rented equipment.

.2 If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension under Article 8.4, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension.

.3 If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment under Article 7.3.9, including but not limited to, a detailed time impact analysis of the Contract Schedule. The Contract Schedule must demonstrate Contractor's entitlement to such an adjustment under Article 7.3.9.

4.4 ASSERTION OF CLAIMS

4.4.1 Claims by Contractor shall be first submitted to University's Representative for decision.

4.4.2 Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by University's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

4.4.3 Contractor shall submit a Claim in writing, together with all supporting data specified in Article 4.3.3, to University's Representative as soon as possible but not later than 30 days after the date the Claim arises under Article 4.3.2, provided that after written notification to the University's Representative within such time period, the time period for submission of the Claim shall be extended by the number of days specified in writing by the University's Representative where the Claim includes compensation sought by a Subcontractor and the Contractor requests an extension of time to permit it to discharge its responsibilities to conduct an appropriate review of the Subcontractor claim.

4.4.4 Strict compliance with the requirements of Articles 4.2, 4.3 and 4.4 are conditions precedent to Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate
or litigate a Claim. Contractor specifically agrees to assert no Claims via an informal conference, mediation, arbitration or litigation unless there has been strict compliance with Articles 4.2, 4.3, and 4.4. The failure of Contractor to strictly comply with the requirements of Articles 4.2, 4.3 and 4.4 constitutes a failure by Contractor to exhaust its administrative remedies with the University, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.

4.5 DECISION OF UNIVERSITY’S REPRESENTATIVE ON CLAIMS

4.5.1 University's Representative will timely review Claims submitted by Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate a Claim, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the Claim or the deadline for furnishing such additional supporting data; provided that, if the amount of the Claim is in excess of $50,000, the aforesaid 30-day period shall be 45 days. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying the Claim on the date of the deadline, unless, upon receipt of a Claim, Contractor and University mutually agree to extend the time periods provided herein, or unless otherwise extended by law. The decision of University's Representative will be final and binding unless appealed in accordance with Articles 4.5.2, 4.6, and 4.7. The University's Representative's decision on a Claim or dispute will include a written statement both identifying all disputed and undisputed portions of the Claim and substantially including the following:

“This is a decision under Article 4.5 of the General Conditions of your contract. If you are dissatisfied with the decision, and if you complied with the procedural requirements for asserting claims specified in Article 4 of the General Conditions of your contract, you may have the right to demand in writing an informal conference to meet and confer for settlement of any remaining issues in dispute, following which, if still dissatisfied, you may demand in writing a further resolution via nonbinding mediation, after which you have the right to arbitrate or litigate this decision. If you fail to take appropriate action within 30 days of the date of this decision, the decision shall become final and binding and not subject to further appeal.”

4.5.2 If either Contractor or University disputes University’s Representative's decision on a Claim, then, within 30 days after the decision of University's Representative on the Claim, or, if no decision has been issued, within 30 days from the date of the applicable deadline in Article 4.5.1 for University Representative to render a decision, such party (the "Disputing Party") must provide written notice demanding an informal conference to meet and confer. University shall schedule the conference within 30 days upon receipt of the notice demanding an informal conference. The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Contract by negotiation at the conference.

4.6 MEDIATION

4.6.1 Within 10 business days following the informal conference to meet and confer stated in Article 4.5.2, if the Claim or any portion of the Claim remains in dispute, the University shall provide a written statement identifying the disputed and undisputed portions of the Claim. Within 30 days of receipt of the statement, if either Contractor or University disputes any portion of the Claim, then the Disputing Party must provide written notice to the non-disputing party demanding non-binding mediation. The Contractor and the University shall share the associated costs equally and shall mutually agree to a mediator within 10 business days. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim, with each party bearing the fees and costs of its respective mediator. Mediation shall include, but not be limited to, neutral evaluation, a dispute review board, or other negotiation or evaluation through an independent third party or board. The Contractor and the University may mutually agree to waive any individual mediation in writing and proceed to arbitration or litigation pursuant to this Contract.

4.7 LITIGATION AND ARBITRATION

4.7.1 Either party may provide a written notice of its election to arbitrate or provide written notice of its election to litigate the Claim within 30 days after the mediation pursuant to Article 4.6.1, or, if the parties
mutually agreed in writing to waive mediation, within 30 days after the agreement is signed by both parties.

4.7.2 If a notice of election to arbitrate or litigate is not given by either party within 30 days pursuant to Article 4.7.1, University’s Representative’s decision on the Claim will be final and binding and not subject to appeal or challenge.

4.7.3 If the Disputing Party gives timely notice of its election to arbitrate the University’s Representative’s decision on a Claim, Disputing Party shall have the right, within 120 days after a Notice of Completion, or a Notice of Cessation, as applicable, is filed for the Contract, to make a demand for arbitration in accordance with Article 4.7. Failure to perfect a Claim for which a timely election to arbitrate has been made by the timely filing of a demand for arbitration and timely payment of all applicable and required fees to the American Arbitration Association (“AAA”) shall result in the University’s Representative’s decision on said Claim becoming final and binding and not subject to appeal or challenge. If the Disputing Party makes a timely demand for arbitration, and the amount of the Claim in question, when combined with all other Claims, if any, which are the subject of previously filed demands for arbitration that have not been resolved by settlement or arbitration award, is $100,000 or more, then the other party may elect to litigate all such Claims by filing a written notice with the “AAA” within 30 days after its receipt of notice from the AAA of the Disputing Party’s demand for arbitration of the Claim that raises the total amount of Claims subject to arbitration to $100,000 or more. If the other party fails to give notice of its election to litigate within such 30-day period, it shall be deemed to have consented to arbitration and waived the right to litigate. If after commencement of arbitration the amount of unresolved Claims in arbitration are allowed to be increased to $100,000 or more, through an AAA-allowed amendment or otherwise, either party may elect to litigate within 30 days following the date that the electing party first receives written notification from the AAA that total Claims in arbitration equal or exceed $100,000. If neither party gives notice of its election to litigate within such 30-day period as applicable, then both parties shall be deemed to have consented to arbitration and waived the right to litigate.

4.7.4 A demand for arbitration pursuant to Article 4.7.3 shall include a copy of the Claim presented to University’s Representative pursuant to Article 4.4, a copy of the decision of University’s Representative pursuant to Article 4.5, if any, a copy of the University’s written statement identifying the portion of the Claim that remained in dispute following the informal conference pursuant to Article 4.6.1, and a summary of the remaining portions of the Claim in dispute. The demand shall state the amount in controversy, if any, and state the remedy sought. The demand shall identify the University’s Responsible Administrator as the representative of the responding party and the Office of the General Counsel as counsel for the responding party. The demand shall be filed with the AAA and shall not be deemed to have been made until all applicable fees have been paid to the AAA by the demanding party. Copies of the demand and attachments shall be sent to University’s Responsible Administrator as the representative of the responding party and the University’s Office of General Counsel as attorney for the responding party, at the addresses set forth in the Project Directory, at the time the demand for arbitration is initiated with the AAA.

4.7.5 Except as modified by this Article 4.7, arbitration shall be initiated and conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid AAA rules:

.1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted at the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.

.2 University’s Representative and/or University’s consultants, shall if required by agreement with University, upon demand by University join in and be bound by the Arbitration. University’s Representative and University’s consultants will have the same rights in any arbitration proceeding as are afforded by the AAA rules to Contractor and University.

.3 Contractor’s sureties shall be bound by any arbitration award and may join in any arbitration proceeding.

.4 Except as provided in Articles 4.7.5.2. and 4.7.5.3 above, no Subcontractor or other person shall have a right or obligation to join in or be a party to any arbitration proceeding provided for in this Article 4 either directly, by joinder, by consolidation or actions, by counterclaim or crossclaim, or otherwise without the express written consent of University, Contractor, and the joining party.

.5 If more than one demand for arbitration is made by a party with respect to Claims referred to University’s Representative, all such Claims shall be consolidated into a single arbitration unless the parties otherwise agree in writing.
.6 If total Claims are less than $50,000, the AAA expedited procedures as modified by this Article 4 shall apply. If total Claims are between $50,000 and $100,000 they shall be heard by a single arbitrator who shall be an attorney. If total Claims are in excess of $100,000 and are submitted to arbitration, either by agreement or by failure to elect litigation the controversy shall be heard by a panel of three arbitrators, one of which shall be an attorney.

.7 No arbitrator shall be appointed and no discovery may be commenced prior to the date of Final Completion unless University and Contractor otherwise agree.

.8 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California. The AAA shall not submit to any arbitrator any matter concerning the arbitrability of the dispute if the arbitrability is contested.

.9 If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 7 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to the AAA within 10 days from the date of receipt.

.10 Except as provided herein, the arbitration shall be conducted and enforced under California law, including the California Arbitration Act (California Code of Civil Procedure section 1280 and following). The Federal Arbitration Act shall not apply to the arbitration.

4.7.6 Unless University and Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of $50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

4.7.7 University may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by Contractor in the arbitration. University’s failure to assert any such counterclaim in an arbitration shall be without prejudice to the University’s right to assert the counterclaim in litigation or other proceeding.

4.7.8 Any litigation shall be filed in the Superior Court of the State of California for the County in which the contract was to be performed.

4.8 WAIVER

4.8.1 A waiver of or failure by University or University’s Representative to enforce any requirement in this Article 4 in connection with any Claim shall not constitute a waiver of, and shall not preclude the University or University’s Representative from enforcing such requirements in connection with any other Claims.

4.8.2 The Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 5
SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor’s Bid.

5.1.2 Any Subcontractor may be disqualified if University or University’s Representative determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reason.

5.1.3 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of University, to substitute other subcontractors for those
named in Contractor's List of Subcontractors and List of Changes in Subcontractors Due to Alternates contained in the completed Bid Form; and, except with such approval, no such substitution shall be made.

5.1.4 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by University or University's Representative pursuant to Article 5.1.1 shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 Any part of the Work performed for Contractor by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards University by the Contract Documents, and to perform such portion of the Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of University under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Contractor shall cause each such subcontract to expressly include the following requirements:

1. Subcontractor waives all rights that Subcontractor may have against University for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or University, except for such rights Subcontractor may have to the proceeds of such insurance held by University under Article 11.
2. University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.
3. Subcontractor recognizes the rights of University under Article 5.3, Contingent Assignment of Subcontracts, and agrees, upon notice from University that University has elected to accept said assignment and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by University, to execute a written agreement confirming that Subcontractor is bound to University under the terms of the subcontract.

5.2.2 Upon the request of University, Contractor shall promptly furnish to University a true, complete, and executed copy of any subcontract.

5.2.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and University, except when, and only to the extent that, University elects to accept the assignment of the subcontract with such Subcontractor pursuant to Article 5.3, Contingent Assignment of Subcontracts.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contractor hereby assigns to University all its interest in first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by University in writing and only as to those subcontracts which University designates in writing. University may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to University for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.
6.1.1 University reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of the Work which have been deleted by Change Order. Contractor shall cooperate with University's forces and Separate Contractors.

6.1.2 University will provide coordination of the activities of University's forces and of each Separate Contractor with the Work of Contractor. Contractor shall participate with University and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Contract Schedule after such joint review.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Contractor shall afford University and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of University and Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by University or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Contractor shall promptly report to University's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by University's Representative, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by University or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.3 UNIVERSITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, University may clean up and allocate the cost between those firms it deems to be responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 University may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to University.

7.1.2 Contractor may request a Change Order under the procedures specified in Article 4.2.

7.1.3 A Field Order may be issued by University, does not require the agreement of Contractor, and shall be valid with or without the signature of Contractor.

7.1.4 Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant Change Order or Field Order.

7.2 DEFINITIONS

7.2.1 A Change Order is a Contract Document (as shown in the Exhibits) which has been signed by both University and Contractor, and states their agreement, as applicable, to the following:

.1 A change in the Work, if any.
.2 The amount of an adjustment of the Contract Sum, if any.
.3 The amount of an adjustment of the Contract Time, if any.
.4 A modification to any other Contract term or condition.

7.2.2 A Unilateral Change Order may be issued by University, without the Contractor's signature, where the University determines that a change in the Work requires an adjustment of the Contract Sum or Contract Time,
even though no agreement has been reached between University and Contractor with regard to such change in the Work.

7.2.3  A Field Order (as shown in the Exhibits) is a Contract Document issued by the University that orders the Contractor to perform Work. A Field Order may, but need not, constitute a change in the Work and may, but need not, entitle Contractor to an adjustment of the Contract Sum or Contract Time.

7.3  CHANGE ORDER PROCEDURES

7.3.1  Contractor shall provide a Change Order Request and Cost Proposal pursuant to Article 4.2 and this Article 7.3 of the General Conditions. Adjustments of the Contract Sum resulting from Extra Work and Deductive Work shall be determined using one of the methods described in this Article 7.3. Adjustments of the Contract Time shall be subject to the provisions in Article 8. Contractor's obligation to provide Cost Proposals shall be subject to the following:

.1  The obligation of Contractor to provide Cost Proposals is not Extra Work, and shall not entitle the Contractor to an adjustment of the Contract Sum or Contract Time.

.2  The failure of Contractor to timely provide a Cost Proposal pursuant to Article 4.2 and this Article 7.3.1 is a material breach of the Contract. Contractor shall be responsible for any delay in implementing a change for which Contractor failed to timely provide a Cost Proposal consistent with the requirements of Article 4.2 and this Article 7.3.1.

7.3.2  The term "Cost of Extra Work" as used in this Article 7.3 shall mean actual costs incurred or to be incurred by Contractor and each Subcontractor regardless of tier involved, to the extent not otherwise disallowed under Article 7.3.3, and shall be limited to the following (to the extent the Contractor demonstrates that the costs are both reasonable and actually incurred, if such costs have been incurred):

.1  Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
.2  Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
.3  Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
.4  Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
.5  Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by University's Representative. Such costs shall be charged at the lowest price available to the Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to University and Contractor shall make provisions so that they may be obtained.
.6  Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work pursuant to Article 7.3.2.5 above.
.7  Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by University's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current Equipment Rental Rates published by the California Department of Transportation for the area in which the work is performed. Such rental rates are found at http://www.dot.ca.gov/hq/construc/equipmnt.html. Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
.8  Additional costs of royalties and permits due to the performance of the Extra Work.
.9  The cost for Insurance and Bonds shall not exceed 2% of items .1 through .8
University and Contractor may agree upon rates to be charged for any of the items listed in this Article 7.3.2. Such agreed upon rates shall be subject to audit pursuant to Article 15.7. Contractor shall promptly refund to University any amounts (including associated mark-ups) in excess of the actual costs of such items.

7.3.3 Cost of Extra Work shall not include any of the following:

1. Supervision
2. Superintendent(s).
3. Assistant Superintendent(s).
4. Project Engineer(s).
5. Project Manager(s).
6. Scheduler(s).
7. Estimator(s).
8. Small tools (Replacement value does not exceed $300).
9. Office expenses including staff, materials and supplies.
10. On-site or off-site trailer and storage rental and expenses.
11. Site fencing.
12. Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment.
13. Data processing personnel and equipment.
14. Federal, state, or local business income and franchise taxes.
15. Overhead and Profit.
16. Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2.

7.3.4 The term “Contractor Fee” shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to Contractor for its own Work and the Work of all Subcontractors, for all costs and expenses not included in the Cost of Extra Work, whether or not such costs and expenses are specifically referred to in Article 7.3.3. The Contractor Fee shall not be compounded.

The Contractor Fee shall be computed as follows:

1. Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the prime contractor with its own forces.
2. Fifteen percent (15%) of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus 5% for the prime contractor. Total combined Contractor and Subcontractor fee shall not exceed 20%.
3. Fifteen percent (15%) of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of Subcontractor, plus 5% for the Subcontractor, plus 5% for the prime contractor. Total combined Contractor, Subcontractor and all sub-subcontractor fee shall not exceed 25%.

7.3.5 Compensation for Extra Work shall be computed on the basis of one or more of the following:

1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of the Unit Prices to the quantities of the items involved.
2. Where Unit Prices are not applicable, a mutually agreed upon lump sum supported by a Cost Proposal pursuant to 7.3.1.
3. Where Contractor and University cannot agree upon a lump sum, by Cost of Extra Work plus Contractor Fee applicable to such Extra Work.

7.3.6 As a condition to Contractor's right to an adjustment of the Contract Sum pursuant to Article 7.3.5.3, Contractor must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to University's Representative on a daily basis.
7.3.7  For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following:

1. Unit Prices stated in the Contract Documents.
2. Where Unit Prices are not applicable, a lump sum agreed upon by University and Contractor, based upon the actual costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Articles 7.3.2 and 7.3.3, supported by a Cost Proposal pursuant to Article 7.3.1.

7.3.8  If any one Change involves both Extra Work and Deleted Work in the same portion of the Work, a Contractor fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, a Contractor Fee will be allowed only on the difference between the two amounts.

7.3.9  The Contract Sum will be adjusted for a delay if, and only if, Contractor demonstrates that all of the following three conditions are met:

1. Condition Number One: The delay results in an extension of the Contract Time pursuant to Article 8.4.1.
2. Condition Number Two: The delay is caused solely by one or more of the following:
   1. An error or omission in the Contract Documents; or
   2. The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
   3. The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
   4. The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the Contractor.
   5. A materially differing site condition pursuant to Article 3.17.
3. Condition Number Three: The delay is not concurrent with a delay caused by an event other than those listed in Article 7.3.9.2.

7.3.10  For each day of delay that meets all three conditions prescribed in Article 7.3.9 the Contract Sum will be adjusted by the daily rate included in the Agreement and specifically identified as the rate to be paid to Contractor for Compensable Delays. Pursuant to Article 9.7.4, said daily rate shall not apply to delays occurring after Substantial Completion.

7.3.11  Except as provided in Articles 7 and 8, Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

7.3.12  If for any reason one or more of the conditions prescribed in Article 7.3.9 is held legally unenforceable, the remaining conditions must be met as a condition to obtaining an adjustment of the Contract Time under Article 7.3.10.

7.4  FIELD ORDERS

7.4.1  Field Orders issued by the University Representative shall be subject to the following:

1. A Field Order may state that it does or does not constitute a change in the Work.
2. If the Field Order states that it does not constitute a change in the Work and the Contractor asserts that the Field Order constitutes a change in the Work, in order to obtain an adjustment of the Contract Sum or Contract Time for the Work encompassed by the Field Order, Contractor must follow all procedures set forth in Article 4, starting with the requirement of submitting a timely Change Order Request within 7 days of Contractor's
receipt of the Field Order; failure to strictly follow those procedures is a bar to any Claim for an adjustment of the Contract Sum or Contract Time arising from performance of the Work described in the Field Order.

.3 If the Field Order states that it does constitute a change in the Work, the Work described in the Field Order shall be considered Extra Work and the Contractor shall be entitled to an adjustment of the Contract Sum and Contract Time, calculated under and subject to Contractor’s compliance with the procedures for verifying and substantiating costs and delays in Articles 7 and 8.

.4 In addition, if the Field Order states that it does constitute a change in the Work, the Field Order may or may not contain University’s estimate of adjustment of Contract Sum and/or Contract Time. If the Field Order contains an estimate of adjustment of Contract Sum or Contract Time, the Field Order is subject to the following:

.1 The Contractor shall not exceed the University’s estimate of adjustment to Contract Sum or Contract Time without prior written notification to the University’s Representative.

.2 If the Contractor asserts that the change in the Work encompassed by the Field Order may entitle Contractor to an adjustment of Contract Sum or Contract Time in excess of the University’s estimate, in order not to be bound by University’s estimate Contractor must follow all procedures set forth in Article 4, starting with the requirement of submitting a timely Change Order Request within 7 days of Contractor’s receipt of the Field Order; failure to strictly follow those procedures is a bar to any Claim for an adjustment of the Contract Sum or Contract Time, in excess of the University’s estimate, arising from performance of the Work described in the Field Order.

7.4.2 Upon receipt of a Field Order, Contractor shall promptly proceed to perform the Work as ordered in the Field Order notwithstanding any disagreement by the Contractor concerning whether the Work is extra.

7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK

7.5.1 University has the right to increase or decrease the quantity of any Unit price item for which an Estimated Quantity is stated in the Bid Form.

7.6 WAIVER

7.6.1 A waiver of or failure by University or University’s Representative to enforce any requirement in this Article 7, including without limitation the requirements in Articles 7.3.6, 7.3.8, 7.3.9, 7.3.10, 7.3.11, or 7.3.12 in connection with any adjustment of the Contract Sum, will not constitute a waiver of, and will not preclude the University or University’s Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum.

7.6.2 The Contractor agrees and understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by University or its agents shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8
CONTRACT TIME

8.1 COMMENCEMENT OF THE WORK

8.1.1 The date of commencement of the Work shall be set forth in the Notice To Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible, to act.

8.2 PROGRESS AND COMPLETION

8.2.1 By signing the Agreement:
Contractor represents to University that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

Contractor agrees that University is purchasing the right to have the Contractor present on the Project site for the full duration of the Contract Time, even if Contractor could finish the Contract in less than the Contract Time.

8.2.2 Contractor shall not, except by agreement or instruction of University in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and Final Completion of the Work shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve full completion of the Work within the Contract Time. If University's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to University, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the Work is fully completed within the Contract Time. Upon receipt of such notice from University's representative, Contractor shall immediately notify University's Representative of all measures to be taken to ensure full completion of the Work within the Contract Time. Contractor shall reimburse University for any extra costs or expenses (including the reasonable value of any services provided by University's employees) incurred by University as the result of such measures.

8.3 DELAY

8.3.1 Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

.1 to bear the risk of delays to the Work; and
.2 that Contractor's bid for the Contract was made with full knowledge of this risk.

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

8.4 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY

8.4.1 Subject to Article 8.4.2, the Contract Time will be extended for each day of delay for which Contractor demonstrates that all of the following four conditions have been met; a time extension will not be granted for any day of delay for which Contractor fails to demonstrate compliance with the four conditions:

.1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Work beyond the Contract Time. Under this Article 8.4.1.2, if the Contract Schedule shows Final Completion of the Work before expiration of the Contract Time, a delay is critical if and only to the extent the delay pushes Final Completion of the Work to a date that is beyond the Contract Time.

.2 Condition Number Two: Within 7 days of the date the Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay is likely to have an impact on the critical path of the Project, (even if the Contractor has not yet been delayed when the Contractor discovers or reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) the Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2.

.3 Condition Number Three: The delay is not caused by:

.1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article
The financial inability, misconduct or default of the Contractor, a Subcontractor or supplier; or
The unavailability of materials or parts.

Condition Number Four: The delay is caused by:

1. Fire; or
2. Strikes, boycotts, or like obstructive actions by labor organizations; or
3. Acts of God (As used herein, “Acts of God” shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
4. A materially differing site condition pursuant to Article 3.17; or
5. An error or omission in the Contract; or
6. The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
7. The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
8. The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's representative) to perform any Contract obligation unless such failure is due to Contractor's default or misconduct.
9. “Adverse weather,” but only for such days of adverse weather, or on-site conditions caused by adverse weather, that are in excess of the number of days specified in the Supplementary Conditions. In order for a day to be considered a day of adverse weather for the purpose of determining whether Contractor is entitled to an adjustment in Contract Time, both of the following conditions must be met:

1. the day must be a day in which, as a result of adverse weather, less than one half day of critical path work is performed by Contractor; and
2. the day must be identified in the Contract Schedule as a scheduled work day.

If and only if a delay meets all four conditions prescribed in Article 8.4.1, then a time extension will be granted for each day that Final Completion of the Work is delayed beyond the Contract Time, subject to the following:

1. When two or more delays (each of which meet all four conditions prescribed in Article 8.4.1) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Article 8.4.2, such concurrent critical delays shall be treated as a single delay for each such day.
2. Contractor shall be entitled to a time extension for a day of delay that meets all four requirements of Article 8.4.1 if the delay is concurrent with a delay that does not meet all four conditions of Article 8.4.1.

If for any reason one or more of the four conditions prescribed in Article 8.4.1 is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Article 8.4.2.

8.5 COMPENSATION FOR DELAY
8.5.1  To the maximum extent allowed by law, any adjustment of the Contract Sum as the result of delays shall be limited to the amounts specified in Article 7. Such adjustment shall, to the maximum extent allowed by law, constitute payment in full for all delay related costs (including costs for disruption, interruption and hindrance, general conditions, on and off-site overhead and profit) of Contractor, its Suppliers and Subcontractors of all tiers and all persons and entities working under or claiming through Contractor in connection with the Project.

8.5.2  By signing the Agreement, the parties agree that the University is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

1. To order changes in the Work, regardless of the extent and number of changes, including without limitation:
   1. Changes to correct errors or omissions, if any, in the Contract Documents.
   2. Changes resulting from the University's decision to change the scope of the Work subsequent to execution of the Contract.
   3. Changes due to unforeseen conditions.
2. To suspend the Work or any part thereof.
3. To delay the Work, including without limitation, delays resulting from the failure of the University or the University's Representative to timely perform any Contract obligation and delays for University's convenience.

8.6  WAIVER

8.6.1  A waiver of or failure by University or University's Representative to enforce any requirement in this Article 8, including without limitation the requirements in Article 8.4, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the University or University's Representative from enforcing, such requirements in connection with any present or future delays.

8.6.2  Contractor agrees and understands that no oral approval, either express or implied, of any time extension by University or its agents shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1  COST BREAKDOWN

9.1.1  Within 10 days after receipt of the Notice of Selection as the apparent lowest responsible Bidder, and with the Agreement, Contractor shall submit to University's Representative a Cost Breakdown of the Contract Sum in the form contained in the Exhibits. The Cost Breakdown shall itemize as separate line items the cost of each Work Activity and all associated costs, including but not limited to warranties, as-built documents, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Cost Breakdown, when approved by the University's Representative, shall become the basis for determining the cost of Work performed for Contractor's Applications for Payment.

9.2  PROGRESS PAYMENT

9.2.1  University agrees to pay monthly to Contractor, subject to Article 9.4.3, an amount equal to 95% of the sum of the following:

1. Cost of the Work in permanent place as of the date of the Contractor’s Application For Payment.
2. Plus cost of materials not yet incorporated in the Work, subject to Article 9.3.5.
3. Less amounts previously paid.

Under this Article 9.2.1, University may, but is not required, to pay Contractor more frequently than monthly.
9.2.2 After Substantial Completion and subject to Article 9.4.3, University will make any of the remaining progress payments in full.

9.3 APPLICATION FOR PAYMENT

9.3.1 On or before the 10th day of the month or such other date as is established by the Contract Documents, Contractor shall submit to University's Representative an itemized Application For Payment, for the cost of the Work in permanent place, as approved by University's Representative, which has been completed in accordance with the Contract Documents, less amounts previously paid.

The Application For Payment shall be prepared as follows:

.1 Use the form contained in the Exhibits.
.2 Itemize in accordance with the Cost Breakdown.
.3 Include such data substantiating Contractor's right to payment as University's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Article 9.5, a certification of the market value of all such securities as of a date not earlier than 5 days prior to the date of the Application For Payment.
.4 Itemize retention.

9.3.2 Applications For Payment shall not include requests for payment on account of (1) changes which have not been authorized by Change Orders or (2) amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by University, an Application For Payment shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such application and conditional releases upon progress payment or final payment and (2) unconditional waivers and releases of claims and stop payment notices, in the form contained in the Exhibits, from each Subcontractor listed in the preceding Application For Payment covering sums disbursed pursuant to that preceding Application For Payment.

9.3.4 Contractor warrants that, upon submittal of an Application For Payment, all Work, for which Certificates For Payment have been previously issued and payment has been received from University, shall be free and clear of all claims, stop payment notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.

9.3.5 At the sole discretion of University, University's Representative may approve for inclusion in the Application For Payment the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to University's Representative. In such case, Contractor shall furnish evidence satisfactory to University's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve Contractor from sole responsibility for the care and protection of such materials; nor relieve Contractor from risk of loss to such materials from any cause whatsoever; nor relieve Contractor from its obligation to complete the Work in accordance with the Contract; nor act as a waiver of the right of University to require fulfillment of all terms of the Contract. Nothing contained within this Article 9.3.5 shall be deemed to obligate University to agree to payment for any non-incorporated materials or any part thereof, payment being in the sole and absolute discretion of University.

9.4 CERTIFICATE FOR PAYMENT

9.4.1 If Contractor has submitted an Application For Payment in accordance with Article 9.3, University's Representative shall, not later than 5 working days after the date of receipt of the Application For Payment, issue to University, with a copy to Contractor, a Certificate For Payment for such amount as University's Representative determines to be properly due.

9.4.2 If any such Application For Payment is determined not to be in accordance with Article 9.3, University will inform Contractor as soon as practicable, but not later than 5 working days after receipt. Thereafter, Contractor shall have 3 days to revise and resubmit such Application For Payment; otherwise University’s
Representative may issue a Certificate For Payment in the amount that University’s Representative determines to be properly due without regard to such Application For Payment.

9.4.3 Approval of all or any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:

.1 Defective Work not remedied.
.2 Third-party claims against Contractor or University arising from the acts or omissions of Contractor or Subcontractors.
.3 Stop payment notices.
.4 Failure of Contractor to make timely payments due Subcontractors for material or labor.
.5 A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
.6 Damage to University or Separate Contractor for which Contractor is responsible.
.7 Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover University’s damages for the anticipated delay.
.8 Failure of Contractor to maintain and update as-built documents.
.9 Failure of Contractor to submit schedules or their updates as required by the Contract Documents.
.10 Failure to provide conditional or unconditional releases from any Subcontractor or supplier, if such waiver(s) have been requested by University’s Representative.
.11 Performance of Work by Contractor without properly processed Shop Drawings.
.12 Liquidated damages assessed in accordance with Article 5 of the Agreement.
.13 Failure to provide updated Reports of Subcontractor Information and Self-Certifications, as applicable.
.14 Failure to provide a Final Distribution of Contract Dollars with final Application for Payment.
.15 Any other failure of Contractor to perform its obligations under the Contract Documents.

9.4.4 Subject to the withholding provisions of Article 9.4.3, University will pay Contractor the amount set forth in the Certificate For Payment no later than 10 days after the issuance of the Certificate For Payment.

9.4.5 Neither University nor University’s Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.4.6 Neither a Certificate For Payment nor a progress payment made by University will constitute acceptance of Defective Work.

9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW

9.5.1 At the request and expense of Contractor, a substitution of securities may be made for any monies retained by University under Article 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by Contractor with a state or federally chartered bank in the State of California (“Escrow Agent”), which shall hold such securities pursuant to the escrow agreement referred to in Article 9.5.3 until retention is due in accordance with Article 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Article 9.5.1, and at the request and expense of Contractor, University will deposit retention directly with Escrow Agent. Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by Escrow Agent upon the same terms provided for securities deposited by Contractor. Contractor and its surety shall bear the risk
of failure of the Escrow Agent selected.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Contractor, University, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits. The Contractor shall submit the Selection of Retention Options and the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention not later than the date when 50% of the Work has been completed. The terms of such escrow agreement are incorporated into the requirements of this Article 9.5.

9.6 BENEFICIAL OCCUPANCY

9.6.1 University reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to Contractor. Such occupancy or use is herein referred to as “Beneficial Occupancy.” Beneficial Occupancy shall be subject to the following conditions:

.1 University's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, University will issue a Certificate of Beneficial Occupancy on University's form.

.2 Beneficial Occupancy by University shall not be construed by Contractor as an acceptance by University of that portion of the Work which is to be occupied.

.3 Beneficial Occupancy by University shall not constitute a waiver of existing claims of University or Contractor against each other.

.4 Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to University an itemized list of each piece of equipment so operated with the date operation commences.

.5 The Guarantee to Repair Periods, as defined in Article 12.2, will commence upon the occupancy date stated in the Certificate of Beneficial Occupancy except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which University has not taken Beneficial Occupancy or issued a Certificate of Substantial Completion shall not commence until the University has taken Beneficial Occupancy for that portion of the Work or has issued a Certificate of Substantial Completion with respect to the entire Project.

.6 University will pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

.7 University will pay all utility costs which arise out of the Beneficial Occupancy.

.8 Contractor shall not be responsible for providing security in areas beneficially occupied.

.9 University will use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.

.10 Contractor shall not be required to repair damage caused by University in its Beneficial Occupancy.

.11 Except as provided in this Article 9.6, there shall be no added cost to University due to Beneficial Occupancy.

.12 Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.7 SUBSTANTIAL COMPLETION

9.7.1 “Substantial Completion” means the stage in the progress of the Work, as determined by University's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair University's ability to occupy and fully utilize the Work for its intended purpose and a Certificate of Occupancy has been issued by the University.

9.7.2 When Contractor gives notice to University's Representative that the Work is substantially complete, unless University's Representative determines that the Work is not sufficiently complete to warrant an
inspection to determine Substantial Completion, University's Representative will inspect the Work. If the University's Representative determines that the Work is not substantially completed the University's Representative will prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. Upon notification that the items on the list are completed or corrected, as applicable, the University's Representative will make an inspection to determine whether the Work is substantially complete. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to Contractor.

9.7.3 When University's Representative determines that the Work is substantially complete, University's Representative will arrange for inspection by University's Building Official and other officials, as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the University, the University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Contractor for security, maintenance, utilities, insurance, and damage to the Work. The University's Representative will prepare and furnish to the Contractor a comprehensive "punch list" of items to be completed or corrected prior to Final Completion.

9.7.4 Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

1. Are not operational (equipment or systems shall not be considered operational if they cannot be used to provide the intended service; or
2. Are not accepted by the University.

The Guarantee To Repair Period for equipment or systems which become operational and accepted subsequent to Substantial Completion will begin on the date of their written acceptance by University.

9.7.5 The daily rate included in the Agreement and specifically identified as the rate to be paid to Contractor for Compensable Delays shall not apply to any delays occurring after the Work is substantially completed.

9.8 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION

9.8.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, University's Representative will make such inspection. Final Completion shall be when University's Representative determines that the Work is fully completed and in accordance with the Contract Documents, including without limitation, satisfaction of all "punch list" items, and determines that a Certificate of Occupancy has been issued by the University. University will file a Notice of Completion within 15 days after Final Completion. After receipt of the final Application For Payment, if University's Representative determines that Final Completion has occurred, University's Representative will issue the final Certificate For Payment.

9.8.2 Final payment and retention shall be released to Contractor, as set forth in Article 9.8.3, after:

1. Contractor submits the final Application For Payment and all submittals required in accordance with Article 9.3;
2. Contractor submits all guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents;
3. Contractor submits the Final Distribution of Contract Dollars in the form contained in the Exhibits; and
4. University's Representative issues the final Certificate For Payment.

At its sole discretion, after Final Completion, University may waive the requirement that Contractor submit a final Application For Payment before making final payment and/or release of retention to Contractor.
9.8.3 Final payment shall be paid not more than 10 days after University's Representative issues the final Certificate For Payment. Retention shall be released to Contractor 35 days after the filing of the Notice of Completion.

9.8.4 Acceptance of final payment by Contractor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by Contractor as unsettled at the time of the final Application For Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

.1 Employees involved in the Work and other persons who may be affected thereby.

.2 The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors.

.3 Other property at the Project site and adjoining property.

10.2.2 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to University and University's Representative.

10.2.5 Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 EMERGENCIES

10.3.1 In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize damage, injury, or loss. Contractor shall promptly notify University's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Contractor's action.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE

11.1.1 Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and University from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by
Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Supplementary Conditions. See Article 3.21 regarding the scope and extent of Contractor's liability for and repair of damaged Work.

11.1.2 The following policies and coverages shall be furnished by Contractor:

1. COMMERCIAL GENERAL LIABILITY INSURANCE subject to terms no less broad than the Insurance Services Office's (ISO) form CG 0001 (2004 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering all Work done by or on behalf of Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. There shall be no limitations or exclusions of coverage beyond those contained in the standard ISO form CG 0001 (2004 or later edition). Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of Contractor by these Contract Documents. Contractor shall continue to maintain Products/Completed Operations liability insurance coverage for a minimum completed operations period of 10 year(s) or the applicable Statute of Repose as provided by the law of the jurisdiction where the project is located as shown in the policy(ies), whichever is less. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required minimum coverage limits and the requirement to provide the University with coverage as an additional insured for completed operations as specified under this Article 11.1 and the Supplementary Conditions.

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE subject to terms no less broad than the Insurance Services Office's (ISO) form CA 0001 (1990 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering owned, hired, leased, and non-owned automobiles used by or on behalf of Insured, and providing liability insurance for bodily injury and property damage arising from the use or operation of such auto(s) with a minimum combined single limit of not less than $1,000,000 per accident. The minimum limits required may be satisfied by combination of primary and umbrella/excess policies. The Commercial Automobile Liability Insurance shall be provided by Contractor for all on site and off site Work.

3. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE as required by Federal and State of California law. Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

11.1.3 The coverages required under this Article 11 shall not in any way limit the liability of Contractor.

11.1.4 Contractor’s Certificates of Insurance, executed by a duly authorized representative of each broker of record or each insurer as evidence of the insurance required by these Contract Documents and on the form contained in the Exhibits, shall be submitted by Contractor to University prior to the commencement of Work by the Contractor. The Certificates of Insurance shall provide for no cancellation or modification of coverage without prior written notice to University, in accordance with policy provisions.

11.1.5 In the event Contractor does not comply with these insurance requirements, University may, at its option, provide insurance coverage to protect University; and the cost of such insurance shall be paid by Contractor and may be deducted from the Contract Sum.

11.1.6 Contractor’s insurance as required by Article 11.1.2, shall, by endorsement to the policies, include the following:

1. The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative’s consultants, regardless of whether or not identified
in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors. Additional Insured provision or endorsement shall be at least as broad as the CG 20 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO) and shall be included with Certificates of Insurance. The additional insured requirement shall not apply to Worker's Compensation and Employer’s Liability insurance.

Further, the amount of insurance available to the University shall be for the full amount of the loss up to the available policy limits and shall not be limited to any minimum requirements stated in the Contract Documents.

.2 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.

.3 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1.

11.1.7 The form and substance of all insurance policies required to be obtained by Contractor shall be subject to approval by University. All policies required by Articles 11.1.2.1, 11.1.2.2, and 11.1.2.3 shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.

11.1.8 Contractor shall, by mutual agreement with University, furnish any additional insurance as may be required by University. Contractor shall provide Certificates of Insurance evidencing such additional insurance.

11.1.9 The Certificate of Insurance shall show (1) all companies affording coverage and (2) the name of the insured exactly in the manner as shown on the Bid Form. The name of the insured must be the name under which the entity is licensed by the Contractors State License Board.

11.1.10 If insurance company refuses to use the Certificate of Insurance form as contained in the Exhibits, it must provide a Certificate of Insurance evidencing compliance with this Article including those provisions noted under DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES section of the Certificate of Insurance Exhibit by including an endorsement to its Certificate of Insurance form covering those noted provisions exactly as they appear on the Certificate of Insurance Exhibit.

11.1.11 At the request of University, Contractor shall submit to University copies of the policies obtained by Contractor.

11.2 BUILDER'S RISK PROPERTY INSURANCE

11.2.1 If and only if the Contract Sum exceeds $300,000 at the time of award, University will provide its standard builder's risk property insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained in the provisions of the policy. A copy of the University's standard builder's risk property insurance policy is available at the University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. Contractor agrees that the University’s provision of its standard builder's risk property insurance policy meets the University’s obligation to provide builder’s risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University’s obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the Work and materials will be payable to University and Contractor as their respective interests, from time to time, may appear. Contractor shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Article 11.2 shall be construed to relieve Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for Contractor's tools and equipment used to perform the Work, whether on the Project site...
or elsewhere, or to relieve Contractor of its responsibilities referred to under this Article 11. Materials incorporated in the Work, as used in this Article 11.2, shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site.

11.2.2 Insurance policies referred to under this Article 11.2 shall:

.1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by Contractor.

.2 Include a waiver of subrogation against Contractor, its Subcontractors, its agents, and employees.

11.2.3 Builder's risk insurance coverage under this Article 11.2 will expire on the date of Final Completion recited in a Notice of Completion filed pursuant to Article 9.8.1. Should a Notice of Completion be filed more than 10 days after the date of Final Completion, the date of Final Completion recited in the Notice of Completion will govern.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in Exhibits 3 and 2.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by University.

11.3.4 Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Work. Contractor shall furnish supplemental Payment and Performance Bonds each in the amount of the current Contract Sum at the request of the University.

11.3.5 Surety companies used by Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by Contractor.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to University's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by University's Representative, be uncovered for University's Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which University's Representative has not specifically requested to observe prior to its being covered, University's Representative may request to see such Work and it shall be uncovered and replaced by Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

12.2.1 The term "Guarantee To Repair Period" means a period of 1 year, unless a longer period of time is specified, commencing as follows:
12.2.2 Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (2) replace, repair, or restore to University's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from University's Representative or University, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for University's Representative's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to University and in such a manner as to avoid, to the extent practicable, disruption to University's activities.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property and is performed by University or Separate Contractors, Contractor shall pay to University all reasonable costs of correcting such Defective Work. Contractor shall replace, repair, or restore to University's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 Contractor shall remove from the Project site portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by University.

12.2.5 If Contractor fails to commence correction of Defective Work within 10 days after notice from University or University's Representative or fails to diligently prosecute such correction to completion, University may correct the Defective Work in accordance with Article 2.4; and, in addition, University may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 within 10 days after written demand, University may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to University, including compensation for University's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to University, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to University.

12.2.7 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies University may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

**ARTICLE 13**

**TERMINATION OR SUSPENSION OF THE CONTRACT**

13.1 **TERMINATION BY CONTRACTOR**

13.1.1 Subject to Article 13.1.2, Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:
.1 Provided that University has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.2 University fails to perform any material obligation under the Contract and fails to cure such default within 30 days, or University has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

.3 Repeated suspensions by University, other than such suspensions as are agreed to by Contractor under Article 13.3, which constitute in the aggregate more than 20% of the Contract Time.

13.1.2 Upon the occurrence of one of the events listed in Article 13.1.1, Contractor may, upon 10 days additional notice to University and University's Representative, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

13.1.3 Upon termination by Contractor, University will pay to Contractor the sum determined by Article 13.4.4. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to Article 13.1; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

13.2 TERMINATION BY UNIVERSITY FOR CAUSE

13.2.1 University will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

.1 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
.2 Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
.3 A receiver is appointed to take charge of Contractor's property.
.4 The commencement or completion of any Work activity on the critical path is more than 30 days behind the date set forth in the Contract Schedule for such Work activity, as a result of an Unexcusable Delay. For a Contract with a Contract Time of less than 300 days, the 30-day period shall be reduced to the number of days commensurate with 10% of the Contract Time.
.5 Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, University will have the right to terminate the Contract for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from University, or within such longer period of time as is reasonably necessary to complete such cure:

.1 Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
.2 Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from University.
.3 Contractor disregards Applicable Code Requirements.
.4 Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
.5 Contractor is in default of any other material obligation under the Contract Documents.
.6 Contractor persistently or materially fails to comply with applicable safety requirements.
13.2.3 Upon any of the occurrences referred to in Articles 13.2.1 and 13.2.2, University may, at its election and by notice to Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method University may deem expedient. If requested by University, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, University may remove or store, and after 90 days sell, any of the same at Contractor's expense.

13.2.4 If the Contract is terminated by University as provided in this Article 13.2, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by University.

13.2.5 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for University staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to University.

13.2.6 No termination or action taken by University after termination shall prejudice any other rights or remedies of University provided by law or by the Contract Documents upon such termination; and University may proceed against Contractor to recover all losses suffered by University.

13.3 SUSPENSION BY UNIVERSITY FOR CONVENIENCE

13.3.1 University may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as University may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a “Suspension Order” under this Article 13.3. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at University's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and University, University shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

13.3.2 If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within 21 days after the end of the Work suspension. Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

13.3.3 The provisions of this Article 13.3 shall not apply if a Suspension Order is not issued by University. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

13.4 TERMINATION BY UNIVERSITY FOR CONVENIENCE

13.4.1 University may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, University shall pay Contractor in accordance with Article 13.4.4.

13.4.2 Upon receipt of notice of termination under this Article 13.4, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Contractor’s obligations under Article 13.4.2, as to bona fide obligations assumed by Contractor prior to the date of termination.

Upon such termination, University shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

2. Plus an amount equal to the lesser of $50,000 or 5% of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination.

3. Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.

4. Plus any proven losses with respect to materials and equipment directly resulting from such termination.

5. Plus reasonable demobilization costs.

6. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by University pursuant to Article 13.4; and Contractor will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 14
STATUTORY AND OTHER REQUIREMENTS

14.1 PATIENT HEALTH INFORMATION

Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

14.2 NONDISCRIMINATION

14.2.1 For purposes of this Article 14.2, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.2.2 Contractor shall comply and shall ensure that all Subcontractors comply with Section 12900 through 12996, of the State of California Government Code.

14.2.3 Contractor agrees as follows during the performance of the Work:
.1 Contractor shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

.2 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by University or any appropriate agency of the State of California designated by University for the purposes of investigation to ascertain compliance with this Article 14.2. The outcome of the investigation may result in the following:

.1 A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by University as (1) a basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Contractor for future contracts.

.2 University may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Contractor has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

.3 Upon receipt of such written notice from the Fair Employment Practices Commission, University may notify Contractor that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.

.4 Contractor agrees that, should University determine that Contractor has not complied with this Article 14.2, Contractor shall forfeit to University, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 14.3 for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and University may deduct any such penalty amounts from the Contract Sum.

.5 Nothing contained in this Article 14.2 shall be construed in any manner so as to prevent University from pursuing any other remedies that may be available at law.
Contractor shall meet the following standards for compliance and provide University with satisfactory evidence of such compliance upon University's request, which shall be evaluated in each case by University:

1. Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
2. Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).
3. Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, nonminority women, and minority men shall be available and given an equal opportunity for employment.
4. Contractor shall notify University of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.

7. Contractor shall include the provisions of the foregoing Articles 14.2.3.2.1 through 14.2.3.2.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

14.3 PREVAILING WAGE RATES

14.3.1 For purposes of this Article 14.3, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.3.2 Contractor shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

14.3.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. Contractor shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the job site. By this reference, such schedule is made part of the Contract Documents. Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the Work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. Contractor shall forfeit to University, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by Contractor or any Subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

14.4 PAYROLL RECORDS
For purposes of this Article 14.4, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
2. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Contractor shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and Contractor shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Article 14.4 or with the State of California Labor Code Section 1776, Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects Contractor must comply. Should noncompliance still be evident after the 10 day period, Contractor shall forfeit to University, as a penalty, $100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

For purposes of this Article 14.5, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Contractor and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Contractor bears responsibility for compliance with this section for all apprenticeable occupations.

Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the Work in the craft or trade to which the apprentice is indentured.

When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractors shall 1) send contract award information to the applicable joint apprenticeship committee that can supply apprentices to the site of the public work and 2) apply to the joint
apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

14.5.5 "Apprenticeship craft or trade," as used in this Article 14.5, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

14.5.6 If Contractor or Subcontractors employ journeymen or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Contractor may include the amount of such contributions in computing its bid for the Contract; but if Contractor fails to do so, it shall not be entitled to any additional compensation therefor from University.

14.5.7 In the event Contractor willfully fails to comply with this Article 14.5, it will be considered in violation of the requirements of the Contract.

14.5.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

14.6 WORK DAY

14.6.1 Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to University, as a penalty, $25 for each worker employed in the execution of this Contract by Contractor, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Article 14.6 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 GOVERNING LAW

15.1.1 The Contract shall be governed by the law of the State of California.

15.2 SUCCESSORS AND ASSIGNS

15.2.1 University and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.
15.3 RIGHTS AND REMEDIES

15.3.1 All University's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of University under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by University or University's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by University or University's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against University, University's Representative, or Contractor.

15.4 SURVIVAL

15.4.1 The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and University's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

15.5 COMPLETE AGREEMENT

15.5.1 The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

15.6 SEVERABILITY OF PROVISIONS

15.6.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.7 UNIVERSITY'S RIGHT TO AUDIT

15.7.1 University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records and other items during the performance of the Contract and for a period of at least 3 years after Final Completion.

15.8 METHODS OF DELIVERY FOR SPECIFIED DOCUMENTS

15.8.1 The following documents must be delivered in a manner specified in Article 15.8.2:

1. Contractor Notices of election to litigate or arbitrate;
2. Written demand for an informal conference to meet and confer pursuant to Article 4.5;
3. University's written statement identifying remaining disputes following informal conference pursuant to Article 4.6;
4. Written demand for non-binding mediation pursuant to Article 4.6;
5. Contractor claims pursuant to Article 4.3;
6. Contractor notices of conditions pursuant to Articles 3.17, 3.18, or 3.19;
7. University's notices of Contractor's failure to perform and/or correct defective work pursuant to Articles 4.1.6, 12.2 and 13.2.3;
8. University's notice to stop work pursuant to Article 2.3.1;
9. Notices of termination or suspension pursuant to Article 13.

15.8.2 Delivery methods for documents specified in Article 15.8.1:
15.8.3 The documents identified in Article 15.8.1 shall only be effective if delivered in the manner specified in Article 15.8.2. Subject to the forgoing, such documents shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Delivery of the specified documents shall be made at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 15.8.

15.9 TIME OF THE ESSENCE

15.9.1 Time limits stated in the Contract Documents are of the essence of the Contract.

15.10 MUTUAL DUTY TO MITIGATE

15.10.1 University and Contractor shall use all reasonable and economically practicable efforts to mitigate delays and damages to the Project and to one another with respect to the Project, regardless of the cause of such delay or damage.

15.11 UC FAIR WAGE

Contractor shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.
SUPPLEMENTARY CONDITIONS

1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1 and 11.1.2.2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

<table>
<thead>
<tr>
<th>11.1.2.1</th>
<th>Commercial General Liability Insurance-Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence-Combined Single Limit for Bodily Injury and Property</td>
</tr>
<tr>
<td></td>
<td>Products-Completed Operations Aggregate</td>
</tr>
<tr>
<td></td>
<td>Personal and Advertising Injury</td>
</tr>
<tr>
<td></td>
<td>General Aggregate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11.1.2.2</th>
<th>Business Automobile Liability Insurance-Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Accident-Combined Single Limit for Bodily Injury and Property</td>
</tr>
</tbody>
</table>

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

<table>
<thead>
<tr>
<th>11.1.2.3</th>
<th>WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY –</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation:</td>
<td>(as required by Federal and State of California law)</td>
</tr>
<tr>
<td>Employer’s Liability:</td>
<td>Minimum Requirement</td>
</tr>
<tr>
<td>Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
2. MODIFICATION OF ARTICLE 8 – CONTRACT TIME

Rainy weather in excess of the following number of days will be granted a Contract Time extension pursuant to Article 8.4 of the General Conditions:

0 Days

6. MODIFICATION OF GENERAL CONDITIONS ARTICLE 15 – MISCELLANEOUS PROVISIONS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature that cannot be positively verified by the University system as an authentic digital signature.
EXHIBITS

TABLE OF CONTENTS

Application for Payment
Certificate of Insurance
Certificate of Substantial Completion
Change Order
Change Order Request (with Cost Proposal Summary)
Claim Certification - General Contractor
Claim Certification - Subcontractor
Conditional Waiver and Release on Final Payment
Conditional Waiver and Release on Progress Payment
Field Order
Final Distribution of Contract Dollars
Final Inspection Acceptance
Payment Bond
Performance Bond
Report of Subcontractor Information
Selection of Retention Options
Self-Certification Form
Submittal Schedule
Substitution of Subcontractor – Indemnity Agreement and Consent
Summary of Builder’s Risk Insurance Policy
Unconditional Waiver and Release on Final Payment
Unconditional Waiver and Release on Progress Payment
APPLICATION FOR PAYMENT

Application No.  Period From: To: 
Application Date: Contract Date: 

To University: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, University of California, Riverside, and University’s Representative

From Contractor: 
Address: 

CHANGE ORDER SUMMARY:

Additions    Deductions

Change Orders approved in previous months: Total: 
Change Orders approved this month:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date Approved</th>
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</table>

Total: $-  $-

NET CHANGE BY CHANGE ORDERS: $-

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL CONTRACT SUM  $
2. NET CHANGE BY CHANGE ORDERS  $
3. CONTRACT SUM TO DATE (Line 1 ± Line 2)  $
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)  $
5. RETENTION: ______% of Completed Work (Column H on Schedule 1)*
   a. Current Value of Securities Deposited in Escrow 
   b. Current Value of Retention Deposited in Escrow 
   c. Retention Held by University 
      Current Retention Value (a + b + c)  $
5.  $-
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5)  $
7. TOTAL AMOUNT PREVIOUSLY PAID  $
8. CURRENT PAYMENT DUE (Line 6 less Line 7)  $
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)  $
9.  $-

*Pursuant to Article 9.2.2 of the General Conditions.
The undersigned Contractor hereby represents and warrants to University that all Work, for which Certificates For Payment have previously been issued and payment received from University, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, any Subcontractor, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

The following Schedules are attached and incorporated herein, and made a part of this Application For Payment:

Schedule 1 Cost Breakdown Schedule
Schedule 2 Certification of Current Market Value of Securities in Escrow in Lieu of Retention
Schedule 3 List of Subcontractors
Schedule 4 Declaration of Releases of Claims

Contractor: ________________________________

By: ________________________________
   (Signature & Date)

______________________________
   (Print Name & Title)

DECLARATION

I, ________________________________ , hereby declare that I am the ________________________________ of Contractor submitting this Application For Payment; that I am duly authorized to execute and deliver this Application For Payment on behalf of Contractor; and that all information set forth in this Application For Payment and all Schedules attached hereto are true, accurate, and complete as of its date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at ________________________________ , ________________________________ , State of ________________________________ on ________________________________ .

______________________________
   (Signature & Date)

______________________________
   (Print Name & Title)
### SCHEDULE 1

**COST BREAKDOWN**

**TO**

**APPLICATION FOR PAYMENT**

<table>
<thead>
<tr>
<th>A Item No.</th>
<th>B Description of Work Activity or Other Item</th>
<th>C Scheduled Value</th>
<th>D % Complete to Date</th>
<th>E Total Amount Completed to Date ((C \times D))</th>
<th>F Total Amount Completed on Prior Application For Payment</th>
<th>G Amount of this Application ((E - F))</th>
<th>H Retention ((5% \times E))</th>
</tr>
</thead>
<tbody>
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Application No. _____  Period From: ________________  To: ________________

Application Date: ________________  Contract Date: ________________

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SCHEDULE 2
CERTIFICATION OF CURRENT MARKET VALUE
OF SECURITIES IN ESCROW IN LIEU OF RETENTION
TO
APPLICATION FOR PAYMENT

Application No. ______ Period From: _________________ To: _________________
Application Date: _________________ Contract Date: _________________

As of _________________ (not earlier than 5 days prior to the date of the Application For Payment
of which this Certification is a part), the aggregate market value of securities on deposit in Escrow
Account No. ____________________________ with ____________________________

(Escrow Agent)

is __________________________________________ Dollars ($ _____________).

__________________________________________ ______________________________
(Escrow Agent) (Contractor)

By: ____________________________ By: ____________________________
(Sign & Date) (Sign & Date)

__________________________________________ ______________________________
(Print Name & Title) (Print Name & Title)

NOTE: Notary acknowledgment for Contractor and Escrow Agent must be attached.
SCHEDULE 3
LIST OF SUBCONTRACTORS
TO
APPLICATION FOR PAYMENT

Application No. _____  Period From: _________________  To: _________________
Application Date: _________________  Contract Date: _________________

Subcontractors listed below are all Subcontractors furnishing labor, services, or materials for the period referred to in the Application For Payment referenced above, of which this Schedule 3 is a part:

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Subcontracted Work Activity</th>
<th>Date Work Activity Completed</th>
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(Contractor)

By: __________________________
   (Sign & Date)

(Print Name & Title)
**SCHEDULE 4**

**DECLARATION OF RELEASE OF CLAIMS**

**TO**

**APPLICATION FOR PAYMENT**

Application No. _____  Period From: ________________  To: ________________  
Application Date: ________________  Contract Date: ________________

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment for the preceding Application for Payment No. _____, except for those listed below:

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Subcontracted Work Activity</th>
<th>Date Work Activity Completed</th>
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<tbody>
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</table>

(Contractor)

By: ____________________________

(Sign & Date)

(Print Name & Title)
CERTIFICATE OF LIABILITY INSURANCE
(for non-UCIP Construction Projects and Consultant/Design Contracts)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer Contact Name: [Contact Name]
Phone: [Phone]
Fax: [Fax]
E-mail: [E-mail]

Insured

Insurer(s) Affording Coverage: [Insurer(s)]

Certificate Number: [Certificate Number]
Revision Number: [Revision Number]

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Insr Ltr</th>
<th>Type of Insurance</th>
<th>Addl Sub Insr Wd</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
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<td></td>
<td>Claims-Made</td>
<td>Occur</td>
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</tr>
<tr>
<td></td>
<td>Aggregate Limit Applies Per Policy</td>
<td>Project</td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>automobile liability</td>
<td>Any Auto</td>
<td>All Owned Autos</td>
<td>Scheduled Autos</td>
<td>Non-Owned Autos</td>
<td>Autos</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Umbrella Liab</td>
<td>Occur</td>
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</tr>
<tr>
<td></td>
<td>Excess Liab</td>
<td>Claims-Made</td>
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<td>Ded</td>
<td>Retention $</td>
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</tbody>
</table>

Workers Compensation and Employers' Liability

Any Proprietor/Partner/Executive Officer/Member Excluded?

(Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

Professional Liability

OCCUR

Claims-Made

Special Provisions:

1. The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with Bourns Hall FACP Replacement, Project No.112003 Contract No. 112003-LF-2020-110.

2. The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

Certificate holder: The Regents of the University of California

Forward to: UCR CAPITAL PROGRAMS PLANNING, DESIGN & CONSTRUCTION, ATTN: CONTRACTS 1223 UNIVERSITY AVENUE, SUITE 240 RIVERSIDE, CA 92507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

© 1988-2010 ACORD CORPORATION. All rights reserved. ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor: _______  Date of Issuance: _______

The Work has been reviewed and the date of Substantial Completion is hereby established as of the date of issuance above.

A Certificate of Occupancy has been issued by the University’s Building Official Name, Title on Date.

A punch list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor is notified as follows:

1. Without limitation of Contractor’s obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items (“Punch List”) attached hereto within days from the date of Substantial Completion.

2. University will be responsible for INSERT “NONE” OR STATE ANY UNIVERSITY RESPONSIBILITIES AFTER SUBSTANTIAL COMPLETION: security, maintenance, utilities (e.g. water, sewer, electrical, gas, etc.)

3. Contractor shall be responsible for all Contract requirements except items or responsibilities of University set forth in Paragraph 2 above.

4. List of items to be completed or corrected: INSERT “NONE” or "SEE ATTACHMENT: LIST OF ITEMS TO BE COMPLETED OR CORRECTED."

UNIVERSITY’S REPRESENTATIVE

__________________________  ____________________________
(Full Name & Title)  (Signature & Date)
Fernando Nuñez
Project Manager
Planning, Design & Construction

UNIVERSITY:

By: The Regents of the University of California
University of California, Riverside

__________________________  ____________________________
(Signature & Date)  (Signature & Date)
Blythe R. Wilson, Architect
Director of Project Management
Planning, Design & Construction

cc: Office of Risk Management
PUNCH LIST OF ITEMS TO BE COMPLETED OR CORRECTED

ATTACHMENT TO CERTIFICATE OF SUBSTANTIAL COMPLETION ISSUED

Contractor:
## CHANGE ORDER

**Project Name:** Bourns Hall FACP Replacement  
**Project Number:** 112003  
**Contract Number:** 112003-LF-2020-110

### DESCRIPTION OF CHANGE: (Reference attachments)

<table>
<thead>
<tr>
<th></th>
<th>Contract Sum Adjustment</th>
<th>Contract Time Adjustment</th>
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<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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</table>

- **Adjustment of Contract Sum:**
  - Original Contract Sum: ____________________
  - Prior Adjustments: ____________________
  - Contract Sum before this Change: $-
  - Adjustment for this Change: $-
  - Revised Contract Sum: $-

- **Adjustment of Contract Time:**
  - Original Contract Time: 0 (Days)
  - Prior Adjustments: 0 (Days)
  - Contract Time before this Change: 0 (Days)
  - Adjustment for this Change: 0 (Days)
  - Revised Contract Time: 0 (Days)
  - Start Date: 
  - Original Final Completion Date: 
  - Revised Final Completion Date: 

**Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.**

**Accepted:**  
By: Contractor

(Signature & Date)

(Pin Name & Title)

---

**Recommended:**  
By: University's Representative

(Signature & Date)

(Pin Name & Title)

**Funds Sufficient:**  
By: Financial Administrative Officer

(Signature & Date)

(Pin Name & Title)

---

**Approved:**  
University: The Regents of the University of California

(Signature & Date)

(Blythe Wilson, Architect  
Director of Project Management  
Architects & Engineers)

(Signature & Date)

(UCR Rev 2011-09-20  
(Firm Name & Title))
<table>
<thead>
<tr>
<th>DESCRIPTION OF CHANGE - CONTINUED</th>
<th>Contract Sum Adjustment</th>
<th>Contract Time Adjustment</th>
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<tbody>
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<td>3.</td>
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<td>10.</td>
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Subtotals: $0.00 0
CHANGE ORDER REQUEST

Date: ________________ Change Order Request (COR) No. ____________

Scope of Change:

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached “Cost Proposal Summary,” and (e) the attached form entitled, “Supporting Documentation for the Cost Proposal Summary.”

2. Attach the form entitled “Supporting Documentation for the Cost Proposal Summary” for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work Activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate additional costs shown on the Cost Proposal Summary.

3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the “Supporting Documentation for the Cost Proposal Summary,” including overhead and profit.

4. Refer to Article 7.3 of the General Conditions for the method of computing the Contractor Fee.

   Adjustment of the Contract Time (Include justification based upon the Contract Schedule): ____________ (Days)
   Refer to Article 8 of the General Conditions.

   Adjustment of the Contract Sum (Total from Line 18, Col. 4 of Cost Proposal Summary): $ ____________
   Refer to Article 7 of the General Conditions.

Submitted: CONTRACTOR
________________________________________________________
[Company Name]

Received: UNIVERSITY’S REPRESENTATIVE
________________________________________________________
(Fernando Nuñez, Jr.)
Project Manager
Planning, Design & Construction

Print Name & Title

cc: Executive Director, Architects & Engineers, Capital Programs
COST PROPOSAL SUMMARY

<table>
<thead>
<tr>
<th>ACTUAL COSTS</th>
<th>(1) Contractor</th>
<th>(2) 1st Tier Subs</th>
<th>(3) 2nd &amp; Lower Tier Subs</th>
<th>(4) Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Straight Time Wages/Salaries-Labor</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>2. Fringe Benefits and Payroll Taxes-Labor</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>3. Overtime Wages/Salaries-Labor</td>
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<td>-</td>
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<tr>
<td>4. Fringe Benefits &amp; Payroll Taxes-Overtime</td>
<td>-</td>
<td>-</td>
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<tr>
<td>5. Materials &amp; Consumable Items</td>
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<td>6. Sales Taxes (On Line 5)</td>
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<td>7. Rental Charges</td>
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<td>8. Royalties</td>
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<td>9. Permits</td>
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<tr>
<td>10. Total Direct Expense (Sum of Lines 1-9)</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>11. Insurance &amp; Bonds (up to 2% of Line 10)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12. Sub-Sub (15% of Line 10, Col. 3)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13. Subcontractor (5% of Line 10, Col. 3)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14. Subcontractor (15% of Line 10, Col. 2)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>15. Contractor (5% of Line 10, Col. 2 &amp; 3)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16. Contractor (15% of Line 10, Col. 1)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>17. Contractor Fee (Sum of Lines 12-16)</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>18. Sum of Lines 10, 11, &amp; 17</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>

Actual Costs are taken from Line 12 of the attached forms entitled, “Supporting Documentation For the Cost Proposal Summary” for Contractor and each Subcontractor involved in the Extra Work.
### SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Supporting Documentation  
**From:** ____________________________ **COR No.** __________  
**Work Activity:** ____________________________________________________________

<table>
<thead>
<tr>
<th>COST ITEM</th>
<th>DESCRIPTION</th>
<th>COST(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1. Straight Time Wages/Salaries-Labor</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2. Fringe Benefits &amp; Payroll Taxes-Labor: ___% of Line 1</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>3. Overtime Wages/Salaries-Labor (Attach University's Representative's written authorization.)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>4. Fringe Benefits &amp; Payroll Taxes-Overtime: ___% of Line 3</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>5. Materials &amp; Consumable Items</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>6. Sales Taxes: ___% of Line 5</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>7. Rental Charges (Attach CalTrans' Schedule.)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>8. Royalties</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>9. Permits</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>10. Total Direct Expense (Sum of Lines 1-9)</td>
<td>$-</td>
</tr>
<tr>
<td>11.</td>
<td>11. Insurance &amp; Bonds ___% of Line 10 (up to 2% of Line 10)</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>12. Sum of Lines 10 &amp; 11</td>
<td>$-</td>
</tr>
</tbody>
</table>

**Prepared By:**(2)  
**CONTRACTOR:**(3)

__________________________  
(Company Name)  
__________________________  
(Signature & Date)  
__________________________  
(Print Name & Title)

__________________________  
(Company Name)  
__________________________  
(Signature & Date)  
__________________________  
(Print Name & Title)

**Notes:**  
1. This form shall be prepared and signed by Contractor or Subcontractor actually performing the Work Activity indicated above.  
2. If this form is signed by a Subcontractor, it shall be reviewed and signed by Contractor certifying the accuracy of the information.
CLAIM CERTIFICATION - GENERAL CONTRACTOR

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The Claim to which this certification is attached is made in good faith.

2. Amounts claimed for costs, expenses and damages incurred by Contractor are accurate and complete. Supporting data for amounts incurred by Contractor is accurate and complete. Any such supporting data, including any such new amounts, submitted after the execution of this certification, will be accurate and complete.

3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted by Contractor on behalf of any and all subcontractors or suppliers, of all tiers, or any person or entity under Contractor, are accurate and complete. Contractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.

4. The amount requested accurately reflects the adjustment of the Contract Sum for which the Contractor believes the University is liable.

5. Attached hereto is a certification that has been executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim to which this certification is attached.

6. I am duly authorized to certify the Claim on behalf of the Contractor.

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 was executed at __________________________, (Name of City if within a City, otherwise, Name of County) in the State of __________________________, on __________________________.

(NAME OF CONTRACTOR)

By: __________________________

(Signature)

(PRINT NAME & TITLE)
SUBCONTRACTOR CLAIM CERTIFICATION

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.

2. Amounts claimed for costs, expenses and damages incurred by the Subcontractor are accurate and complete. Supporting data for amounts incurred by the Subcontractor is accurate and complete. Any such supporting data, including any such new amounts, submitted to Design Builder after the execution of this certification, will be accurate and complete.

3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted to Design Builder by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.

4. The amount requested accurately reflects the amount for which the Subcontractor believes the University is liable to Design Builder.

5. I am duly authorized to certify the Claim on behalf of the Subcontractor.

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 was executed at __________________________, in the State of __________________________, on __________________________.

________________________________________
(Name of Contractor)

By: ____________________________________
(Signature)

________________________________________
(Print Name & Title)
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE:
THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:
Name of Claimant: ________________________________
Name of Customer: ________________________________
Job Location: UC Path 2nd Floor Tenant Improvements, Project No. 950566
University of California, Riverside, City of Riverside, County of Riverside
Owner: The Regents of the University of California

Conditional Waiver and Release:
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is

Maker of Check: ________________________________
Amount of Check: $ ________________________________
Check Payable to: ________________________________

Exceptions:
This document does not affect any of the following: Disputed claims for extras in the amount of:

$ ________________________________.

Signature:
Claimant’s Signature & Date: ________________________________
Claimant’s Name & Title: ________________________________

Prime Contractor’s Application for Payment # ________
CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT

NOTICE:
THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT
BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON
THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:
Name of Claimant: ____________________________
Name of Customer: ____________________________
Job Location: UC Path 2nd Floor Tenant Improvements, Project No. 950566
University of California, Riverside, City of Riverside, County of Riverside
Owner: The Regents of the University of California
Through Date: ____________________________

Conditional Waiver and Release:
This document waives and releases lien, stop payment notice, and payment bond rights the
claimant has for labor and service provided, and equipment and material delivered, to the customer
on this job through the Through Date of this document. Rights based upon labor or service provided,
or equipment or material delivered, pursuant to a written change order that has been fully executed
by the parties prior to the date that this document is signed by the claimant, are waived and released
by this document, unless listed as an Exception below. This document is effective only on the
claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: ____________________________
Amount of Check: $ ____________________________
Check Payable to: ____________________________

Exceptions:
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional
waiver and release but has not received payment:
    Date(s) of Waiver and Release: ____________________________
    Amount(s) of Unpaid Progress Payment(s): $ ____________
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract,
    and (B) the right to recover compensation for work not compensated by the payment.

Signature:
Claimant’s Signature & Date: ____________________________
Claimant’s Name & Title: ____________________________

Prime Contractor’s Application for Payment # ________
### FIELD ORDER

**Contract Date:** ____________________________  
**Field Order No.** ______

**To Contractor:** ______________________________________

**Attn:** ______________________________________

**Address:** ______________________________________

---

#### Description of Work

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of Work</th>
<th>Estimated Adjustment, Contract Sum</th>
<th>Estimated Adjustment, Contract Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**By University’s Representative:**

______________________________
(Full Name & Title)
Fernando Nuñez, Jr.
Project Manager
Planning, Design & Construction

---

**NOTE:** If the work described above constitutes a change, this Field Order will be superseded by a Change Order that will include the scope of the change in the Work and any actual adjustments of the Contract Sum and the Contract Time.

**cc:** Executive Director, Architects & Engineers, Capital Programs
## FINAL DISTRIBUTION OF CONTRACT DOLLARS

Provide the following information for each contracting party including the prime Contractor and each subcontractor regardless of tier.

* Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7a</th>
<th>7b</th>
<th>7c</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Name of Business</strong></td>
<td><strong>Street Address</strong>&lt;br&gt;City, State &amp; Zip Code</td>
<td><strong>Telephone #</strong>&lt;br&gt;&amp; Fax #</td>
<td><strong>Contact Name</strong></td>
<td><strong>Type of Ownership</strong>&lt;br&gt;(Check all that apply [X])</td>
<td><strong>SBE</strong>&lt;br&gt;<strong>DVBE</strong>&lt;br&gt;<strong>DBE</strong>&lt;br&gt;<strong>WBE</strong>&lt;br&gt;<strong>N/A</strong></td>
<td><strong>Portion of the Work</strong></td>
<td><strong>Amount $</strong></td>
<td><strong>Percent %</strong></td>
</tr>
<tr>
<td>Prime:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
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<tr>
<td>Sub:</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Column 5 – Type of Ownership**<br>
- C = Corporation
- JV = Joint Venture
- P = Partnership
- SP = Sole Proprietorship
- O = Other

**Column 6 – Business Categories**<br>
- SBE = Small Business Enterprise<br>- DVBE = Disabled Veteran Business Enterprise<br>- DBE = Disadvantaged Business Enterprise<br>- WBE = Women-Owned Business Enterprise<br>- N/A = Not Applicable

### Total Contract Amount: $ ________________

*Regardless of tier, a completed Self-Certification form must be submitted for the prime Contractor and each subcontractor shown on this Exhibit.*

**If a prime Contractor, refer to the Report of Subcontractor Information for license and other information.*
FINAL INSPECTION ACCEPTANCE

Contract Date: ________________  Final Inspection Date: ________________
To Contractor: ____________________________________________

Attn: _________________________________________________
Address: _______________________________________________

The above Project was inspected and accepted as of the above Final Inspection Date. No outstanding work remains to be performed. All required submittals have been received. All training has been performed pursuant to the Contract.

The following Change Orders for time and/or money ONLY remain unexecuted:

Upon receipt of this executed document for Final Inspection Acceptance, Contracts Administration will file a Notice of Completion with the county recorder's office. This action terminates the construction contract for this Project.

By: Inspector                                                  By: Design Professional

___________________________________________________________  __________________________________________________________
(Catherine Crouch)                                            (Catherine Crouch)
Senior Construction Inspector                                Senior Construction Inspector
Planning, Design & Construction                              Planning, Design & Construction
(Print Name & Title)                                          (Print Name & Title)

By: University’s Representative                                By: University’s Responsible Administrator

___________________________________________________________  __________________________________________________________
(Fernando Nunez, Jr.)                                         (Blythe R. Wilson, Architect)
Project Manager                                               Director of Project Management
Planning, Design & Construction                               Planning, Design & Construction
(Print Name & Title)                                          (Print Name & Title)
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to

__________________________________________________________________________ as Principal

a contract dated the _____ day of ________________, 20 _____, (the "Contract") for the work
described as follows:

Project Name: Bourns Hall FACP Replacement
Project Number: 112003, Contract Number: 112003-LF-2020-110

AND WHEREAS, the Principal is required to furnish a bond in connection with the Contract, to secure the
payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and _______________________________________

__________________________________________________________________________ as Surety, are held and firmly bound unto The Regents in the sum of

__________________________________________________________________________ Dollars ($ ___________),

for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors,
administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of
the persons named in State of California Civil Code Section 9100, or amounts due under the State of California
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 State of California Employment Development
Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the
State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for
the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall
become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section
9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification,
alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to
the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby
waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings,
covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment
of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and
suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more
of them, or against less than all of them without impairing The Regents' rights against the other.

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable
attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of ___________________ , 20_____.

PRINCIPAL:

________________________________________
(Name of Company)

By: _____________________________________
(Signature)

________________________________________
(Print Name)

________________________________________
(Title)

SURETY:

________________________________________
(Name of Company)

By: _____________________________________
(Signature)

________________________________________
(Print Name)

________________________________________
(Title)

Address for Notices:

________________________________________
(Street Address)

________________________________________
(City, State & Zip Code)

NOTE: Notary acknowledgement for Surety and Surety’s Power of Attorney must be attached.
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to 

__________________________________________ as Principal a contract
dated the _____ day of _________________, 20___, (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

Project Name: Bourns Hall FACP Replacement
Project Number: 112003, Contract Number: 112003-LF-2020-110

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and __________________________________________ as Surety are held and firmly bound unto The Regents in the sum of __________________________

Dollars ($_________________), to be paid to The Regents or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by The Regents, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's 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, defend, protect, and hold harmless The Regents as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by The Regents to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

1. Undertake through its agents or independent contractors, reasonably acceptable to The Regents, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by The Regents,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by The Regents of the lowest responsible bidder, arrange for a contract between such bidder and The Regents and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by The Regents to the Principal under the Contract and any amendments thereto, less the amount paid by The Regents to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than The Regents or its successors or assigns.

Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award.

In the event suit is brought upon this bond by The Regents, Surety shall pay reasonable attorney's fees and costs incurred by The Regents in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ______________ day of __________________, 20 ___.

PRINCIPAL:

________________________________________________________  SURETY:

________________________________________________________

By: _______________________________  By: _______________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

Address for Notices:

________________________________________________________

________________________________________________________

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.
# REPORT OF SUBCONTRACTOR/SUBCONSULTANT INFORMATION

(NOTE: THIS EXHIBIT IS NOT TO BE SUBMITTED WITH BID)

Completed By: ___________________________ (Signature)  ___________________________ (Print Name)  ___________________________ (Title)  ___________________________ Date:

Provide the following information for each contracting party including the prime Contractor and each subcontractor regardless of tier.

Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>Column 5 – Type of Ownership</th>
<th>Column 6 – Business Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>C = Corporation</td>
<td>SBE = Small Business Enterprise</td>
</tr>
<tr>
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<td>DVBE = Disabled Veteran Business Enterprise</td>
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<tr>
<td>P = Partnership</td>
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<td>SP = Sole Proprietorship</td>
<td>WBE = Women-Owned Business Enterprise</td>
</tr>
<tr>
<td>O = Other</td>
<td>N/A = Not Applicable</td>
</tr>
</tbody>
</table>

*Regardless of tier, a completed Self-Certification form must be submitted for the prime Contractor and each subcontractor shown on this Exhibit.

**List only those license classifications and numbers relevant to this Project.
SELECTION OF RETENTION OPTIONS

I (we): ________________________________________________ (Contractor)

SELECT OPTION 1

University will withhold retention. ________________________ Initial and date here for OPTION 1

OR SELECT OPTION 2

herewith elect to substitute securities in the form of: ________________________ Initial and date here for OPTION 2

(Type of Security)

in lieu of retention being withheld by University for the above-referenced project.

OR SELECT OPTION 3

herewith elect to have retention on the above-referenced project paid directly into the Escrow Account. ________________________ Initial and date here for OPTION 3

(Type of Security to be Purchased)

An Escrow Account will be opened with: ________________________ (Name of state or federally chartered bank in California)

whose address is:

__________________________ (Street)

__________________________ (City, County)

__________________________ (State, Zip Code)

On Behalf of Contractor*: ________________________ By: ________________________

By: ________________________ By: ________________________

Blythe R. Wilson, Architect
Director of Project Management
Planning, Design & Construction

On Behalf of University:
Acknowledged and Approved

* Signature shall be by the authorized party who signs the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention (“Escrow Agreement”).

Note: If a completed and signed Escrow Agreement is not submitted with this form, University will not allow deposit of securities in lieu of retention.
SELF-CERTIFICATION

For the contractor and each subcontractor/subconsultant, the following must be completed.

Indicate all Business category(ies) that apply by initialing next to the applicable category(ies):

- **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at [http://www.sba.gov/content/table-small-business-size-standards](http://www.sba.gov/content/table-small-business-size-standards).) The eligibility requirements for California contracting purposes is on the Department of General Services website at [http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx). The University may rely on written representation by the vendors regarding their status.

- **Disabled Veteran Business Enterprise (DVBE)** - a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

- **Disadvantaged Business Enterprise (DBE)** - a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

- **Women-Owned Business Enterprise (WBE)** - a business that is at least 51% owned by a woman or women who also control and operate it. “Control” in this context means exercising the power to make policy decisions. “Operate” in this context means being actively involved in the day-to-day management.

- **None of the above categories apply.**
I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY: _____________________________________________

(Print Name of Owner and/or Principal)

________________________________________

(Name of Business or Firm)

a

(insert type of business e.g. corporation, sole proprietorship, partnership, etc.)

By: _____________________________________________

(Print Name) (Title)

___________________________________________

(Signature) (Date)

PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual.

- The University of California, Riverside, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Outreach Program Manager at the University of California, Riverside, is responsible for maintaining the requested information. The contact information for the Small Business Outreach Program Manager may be found at: http://www.ucop.edu/procurement-services/_files/sbdmgr.xlsx.
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBÉ and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Outreach Program Manager(s).
SUBMITTAL SCHEDULE

Contract Date: ____________________________
Subcontractor: __________________________________________
Specification Section: ______________________________________
Work Activity: _____________________________________________

<table>
<thead>
<tr>
<th>Event</th>
<th>Scheduled Completion Date</th>
<th>Actual Completion Date</th>
<th>Calendar Days Required to Complete</th>
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<tr>
<td>1. Received by Contractor and Time for Checking</td>
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<tr>
<td>2. First Delivered to University's Representative and Time for Checking</td>
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<td>3. Return to Contractor</td>
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<td>4. Corrections Completed and Time for Corrections</td>
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<tr>
<td>5. Next Delivered (1st Resubmission) to University's Representative and Time for Checking</td>
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<td>6. Return to Contractor</td>
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<td>7. Approval for Job Information</td>
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<td>8. Approval for Fabrication and Time for Fabrication</td>
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<td>9. Fabrication Completed</td>
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<td>10. Shipping Date and Time In Route</td>
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<tr>
<td>11. Delivery to Job</td>
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</tbody>
</table>

*Contractor must revise Submittal Schedule to reflect number of resubmissions.
SUBSTITUTION OF SUBCONTRACTOR - INDEMNITY AGREEMENT and CONSENT

WHEREAS, on Date, The Regents of the University of California (University) and (Contractor) entered into an Agreement (Contract Number 112003-LF-2020-110) for the construction of Bourns Hall FACP Replacement, Project No. 112003, University of California, Riverside (Project); and

WHEREAS, Contractor's Bid, which was accepted by University for said Project, listed Name of Listed Sub as Subcontractor for the work activity work called for by the Bidding Documents and Contract Documents; and

WHEREAS, Contractor has represented and does hereby represent to University that Name of Listed Sub has reasons for substitution;

In consideration of the consent of University to the substitution of:

(Full Company Name & Address of Substitute Subcontractor)

Name of Listed Sub, as Subcontractor to provide the work activity work called for in the Bidding Documents and Contract Documents for the Project, Contractor does hereby agree to indemnify the University and hold it harmless from any and all claims, expenses, losses or liabilities arising out of said substitution of subcontractor or said consent thereto, and to defend at Contractor's expense any and all claims, protests, suits, actions or other proceedings in connection therewith; provided, however, that the University shall be given prompt notice of all such proceedings and it shall be entitled, if it so desires, to participate in the response to or defense of any such proceedings. If any such proceedings causes or results in a delay in the completion of said Project, the loss to the University for such delay shall be deemed to be the amount determined by applying the liquidated damages provisions of said Agreement for the period of such delay.

IN WITNESS WHEREOF, this Indemnity Agreement has been executed on , at , California.

CONTRACTOR:

By: (Signature)

Typed or Printed Name & Title

CONSENT TO SUBSTITUTION OF SUBCONTRACTOR

In consideration of the indemnification of University by Contractor, above, University agrees and does hereby consent to the substitution of:

(Full Company Name & Address of Substitute Subcontractor)

Name of Listed Sub, as Subcontractor to provide the work activity work called for in the Bidding Documents and Contract Documents for the above named Project.

IN WITNESS WHEREOF, University and Contractor have executed this Consent to Substitution of Subcontractor as of the above date.

CONTRACTOR:

By: (Signature)

Typed or Printed Name & Title

UNIVERSITY:

By: (Signature)

Typed or Printed Name & Title

Fernando Nunez
Project Manager
This document summarizes the Builder’s Risk policy and is not intended to reflect all the terms, conditions, or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy.

Some Projects may be excluded and/or must be underwritten separately any may be subject to different rates, deductibles, and terms and conditions. (See page 13) Therefore, this document should be used as a guideline only.

INSURANCE COMPANY: Allianz Global Risks U.S. Insurance Company

BEST’S RATING: A+

NAMED INSURED: The Regents of the University of California

INSURING AGREEMENT

This Policy, subject to the Limit of Liability and the terms, conditions, and limitations contained herein or endorsed hereon, insures against all risks of direct physical loss of or direct physical damage to Insured Property while at the construction site, stored off-site, or in the course of transit within the Territorial Limits specified in the Schedule during the Period of Insurance of each Insured Project.

LIMITS OF LIABILITY

SCHEDULE OF LIMITS

This Company shall not be liable for more than the Limit of Liability as stated on the Certificate of Insurance in any one Occurrence for any one Insured Project, subject to the following limits and sublimits:

MASTER POLICY LIMITS

$150,000,000 per project, per occurrence
$  25,000,000 per project, Joisted Masonry

NOTE: This Limit of Liability will correspond with the Total Estimated Construction Cost as indicated on the original Builder’s Risk Insurance Application. If the construction costs should increase, the Limit of Liability can be subsequently increased once prior notice has been given by the University’s Representative to Aon Risk Insurance Services West, Inc..
SUBLIMITS:

1. $5,000,000 for Wood Frame Construction

2. $100,000 for Pollution Cleanup Expenses

3. 15% of the declared estimated Total Project Value, subject to a maximum of $25,000,000 for Demolition and Increased Cost of Construction

4. 25% of the adjusted property damage loss, subject to a maximum of $2,500,000 for Expediting Expense/Extra Expense

5. 10% of the declared estimated Total Project Value, subject to a maximum of $10,000,000 for Insured Property while Stored Off-site

6. 10% of the declared estimated Total Project Value, subject to a maximum of $10,000,000 for Insured Property while in the Course of Inland Transit

7. 25% of the declared estimated Total Project Value, subject to a maximum of $25,000,000 for Debris Removal

8. $500,000 for Plans, Blueprints and Specifications

9. $500,000 for Trees, Grass, Shrubbery, Seed and Plants

10. 33% of the declared estimated Total Project Value subject to a maximum of $50,000,000 for Water Damage. (Each Insured Project is also subject to a $50,000,000 Annual Aggregate for Water Damage.)

11. 15% of the adjusted property damage loss, subject to a maximum of $10,000,000 for Green/LEED Rating System

12. 10% of the adjusted property damage loss, subject to a maximum of $50,000 for Mold/Fungi

13. 5% of the declared estimated Total Project Value, subject to a maximum of $10,000,000 for additional Architects, Engineering and Professional Fees

14. $100,000 for Claims Preparation Expenses

15. $500,000 for Fire Department Service Charges
TERMS AND CONDITIONS

NAMED INSURED

The Regents of the University of California and all affiliated and subsidiary companies, corporations, ventures, partnerships or other organizations, all owned, controlled or managed by the Named Insured and all as now exist or may hereafter be constituted or acquired.

ADDITIONAL INSUREDS

General Contractors and subcontractors of every tier to the extent required by any contract or subcontract for an Insured Project, and then only as their respective interests may appear, any individual(s) or entity(ies) specified in such contract or subcontract, are recognized as Additional Insureds hereunder. As respects architects, engineers, manufacturers and suppliers, the foregoing is limited to their site activities only.

ATTACHMENT/TERRMINATION

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement or in a Project Declaration Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2011 at 12:01AM and ends on September 1, 2014 at 12:01AM.

Coverage for each Insured Project declared under the Master Policy will go into effect and continue in full force and effect during the Certificate Period specified in the project’s Certificate of Insurance.

NOTIFICATION OF COVERAGE/TERRMINATION: The Certificate Period will correspond with the Estimated Dates of Commencement and Completion of Work as indicated on the original Builder’s Risk Insurance Application. If construction is not completed on time and coverage beyond the Estimated Date of Completion of Work is required, prior notification must be given by the University Representative to Aon Insurance Services West, Inc.

DEDUCTIBLES

$25,000 for All Other Perils for Projects over $2,500,000 at the time of the loss
except Water Damage
$10,000 for All Other Perils for Projects under $2,500,000 at the time of the loss
except Water Damage
$100,000 for Water Damage for all projects

NOTE: The contractor shall be responsible for the deductibles.
EXCLUSIONS

PROPERTY EXCLUDED

This Policy does not insure:

1. Land, but this exclusion does not apply to excavation and grading as long as the cost of the excavation and grading is included in the Limit of Liability as stated in the Certificate of Insurance.

2. Contractor’s plant and equipment, machinery, tools, or property of similar nature not destined to become a permanent part of the Insured Project but this exclusion shall not apply to formwork, fences, shoring, falsework and temporary buildings as long as the value of these items are included in the estimated Limit of Liability as stated in the Certificate of Insurance.

3. Automobiles or other vehicles, watercraft or aircraft.


5. Accounts, bills, currency, deeds, securities, books, records, manuscripts, other similar papers, or data processing media.

6. Existing buildings or structures or any other existing property.

7. Owner supplied material, equipment, machinery and supplies, unless the value of such is included in the Limit of Liability as stated in the Certificate of Insurance.

8. Transmission and/or distribution lines; including wires, cables, poles, towers and all equipment attached thereto beyond 1,000 feet from the perimeter of the project site.

9. Partially or completely excavated or open trench, pipeline or workface, at any one time beyond 1,000 feet in length.

EXCLUDED CAUSES OF LOSS

1. Loss or damage caused by, or resulting from, wear and tear, moth, vermin, termites or other insects, inherent vice, latent defect, gradual deterioration, wet or dry rot and rust, corrosion, erosion or normal settling, shrinkage, and/or expansion of buildings and/or foundations.

2. Any loss of use or occupancy or consequential loss of any nature howsoever caused.

3. Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.

4. Hostile or warlike action.

5. Nuclear reaction, nuclear radiation, or radioactive contamination.
6. Any cost or expenses incurred to test for, monitor, or assess the existence, concentration or effects of Fungi.

7. Loss or damage caused by or resulting from infidelity or dishonesty on the part of the Insured and/or any employee of the Insured; inventory shortage or unexplained disappearance.

8. Loss or damage caused by or resulting from frost, falling ice, or freezing, unless resulting directly from damage caused by fire, lightning, explosion, windstorm, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke.

9. Loss or damage caused by or resulting from the enforcement of any ordinance or law, or any order of governmental or municipal authority; by suspension, lapse, termination and/or cancellation of any license, lease, or permit, or any injunction or process of any court, unless otherwise endorsed herein.

10. Loss or damage caused by, resulting form, contributed to or made worse by actual, alleged, or threatened release, discharge, escape or dispersal of Contaminants and/or Pollutants.

11. Loss or damage to Insured Property while aboard any aircraft or watercraft.

12. The cost of making good faulty or defective workmanship, material, construction, designs, plans and/or specifications unless direct physical loss or direct physical damage not otherwise excluded under this policy ensues and then this Policy will cover such ensuing loss or damage only.

13. Loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of Electronic Data from any cause whatsoever.

14. Loss or damage to Used Equipment caused by mechanical and/or electrical breakdown.

15. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Land Movement.

16. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Flood.

17. Loss or damage covered under any guarantee or warranty, expressed or implied, by any manufacturer or supplier whether or not such manufacturer or supplier is an Insured under this policy.

18. Terrorism.

19. Loss or damage arising out of the performance of the professional activities of any consulting engineer, architect, or designer, or any person employed by them or any others whose acts they are legally liable for whether or not named as an Insured under this Policy.
SELECTED EXTENSIONS OF COVERAGE

1. EXPEDITING/EXTRA EXPENSES

Subject to the stated sublimit, this Policy is extended to cover extra charges for overtime, night work, work on public holidays, the extra cost of rental construction equipment, express freight, including air freight all incurred solely:

A. to facilitate the repair or replacement of the Insured Property which has sustained physical loss or physical damage from a peril insured, or;

B. which are necessary to return the work on the Insured Property to the same schedule actually being observed immediately prior to the sustaining of physical loss or physical damage from a peril insured.

This Policy does not cover charges incurred to expedite work on parts of the Insured Property which have not sustained physical loss or physical damage.

2. DEMOLITION AND INCREASED COST OF CONSTRUCTION

A. Subject to the stated sublimit, in the event of direct physical loss and/or direct physical damage by perils insured under this Policy, the Company shall also pay:

(i) The increased cost to repair, replace or re-erect the Insured Property caused by the enforcement of any building, zoning or land use ordinance or law in force at the time of loss. If the Insured Property is replaced, it must be intended for similar occupancy of the current Insured Property, unless otherwise required by zoning or land use ordinance or law.

(ii) The cost to demolish and clear the construction site of undamaged parts of the Insured Property caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

B. In no event, however, shall the Company be liable for costs associated with the enforcement of any ordinance or law which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkali, toxic chemicals, liquids or gasses, waste materials or other irritants, any Contaminants and/or Pollutants.

C. The Company shall not pay for the increased cost of construction until the Insured Property is actually repaired, replaced, or re-erected at the same construction site or elsewhere and as soon as reasonably possible after the loss or damage, not to exceed thirty (30) months.
D. In no event, however, shall the Company pay more:

(i) If the Insured Property is repaired, replaced or re-erected at the same construction site than the amount the insured actually spends to:

a) Demolish and clear the construction site; and

b) Repair, replace or re-erect the Insured Property but not for more than property of like height, floor area and style at the same construction site.

(ii) If the Insured Property is not repaired, replaced, or re-erected at the same construction site than:

a) The amount the Insured actually spends to demolish and clear the construction site; and

b) The cost to replace, at the same construction site, the damaged or destroyed Insured Property with other property;

   1) of like kind and quality;

   2) of like height, floor area and style; and

   3) used for the same purpose.

(iii) Than the stated sublimit of Demolition and Increased Cost of Construction.

3. FIRE DEPARTMENT SERVICE CHARGES

Subject to the stated sublimit, when property insured is destroyed or damaged by a peril insured, this Policy shall also pay for the cost of fire department service charges for which the Insured is liable, provided they are assumed by contract or written agreement prior to a loss or they are required by a local ordinance.

4. PLANS, BLUEPRINTS, AND SPECIFICATIONS

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to plans, blueprints or specifications by perils insured under this policy, this insurance shall also pay the costs of mechanical reproduction from originals stored off-site for plans, blueprints or specifications.

5. TREES, GRASS, SHRUBBERY, SEED AND PLANTS

Subject to the stated sublimit, this policy is extended to insure direct physical loss or direct physical damage to trees, grass, shrubbery, seed and plants caused by or resulting from fire, lightning, windstorm, hail, explosion, smoke, collision by aircraft or vehicle, riot, riot attending a strike or civil commotion, vandalism or malicious mischief.
6. **DEBRIS REMOVAL**

Subject to the stated sublimit, in the event of direct physical loss or physical damage to Insured Property by perils insured under this policy, this insurance shall also pay the cost of removal of material and debris being a part of the Insured Property located at the construction site and the cost to demolish and clear the construction site of undamaged parts caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

This Policy also covers cost or expense to:

A. Extract Contaminants and/or Pollutants from the debris; or
B. Extract Contaminants and/or Pollutants from land and/or water; or
C. Remove, restore, or replace land and/or water made necessary due to the presence of Contaminants and/or Pollutants; or
D. Remove or transport any property, material, or debris to a site for storage or decontamination required because the property, material, or debris is affected by Contaminants and/or Pollutants, whether or not such removal, transport, or decontamination is required by law or regulation.
E. This sub-clause (Items A - D above), is subject to a sublimit for **Pollution Cleanup Expenses**.

It is a condition precedent to recovery under this clause, that the Company shall have paid, or agreed to pay for direct physical loss or direct physical damage to the Insured Property and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or the cost of cleanup no later than (12) twelve months after the date the original physical loss or physical damage occurred.

7. **ARCHITECT, ENGINEERING AND PROFESSIONAL FEES**

Subject to the stated sublimit, Architect, Engineering and Professional Fees shall mean the additional architectural and engineering expenses, excluding any costs for redesign or betterment, or owner’s consultant service expenses, or owner’s legal, appraisal, title and/or inspection fees incurred to facilitate repair or replacement of the Insured Property which has sustained physical loss or physical damage from an insured peril.

8. **GREEN/LEED**

Subject to the stated sublimit, in the event of a direct physical loss or direct physical damage not otherwise excluded in the policy to Insured Property by perils insured under the policy the Insurer shall also pay the reasonable additional cost, if any, incurred by the Insured to repair or replace such damaged or destroyed Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System.
Coverage under this extension applies only if the Insured Project has been registered with the US Green Building Council during the Period of Insurance specified on the Certificate of Builder’s Risk Insurance and prior to any loss, and only to the initial and intended building certification level that has been registered with the US Green Building Council, in accordance with the criteria outlined in order to comply with the requirements of the LEED Rating System existing at the time of the loss or damage to the Insured Project, which upon completion will undergo the process of being certified by the US Green Building Council.

The following exclusions and limitations apply to this coverage extension:

No coverage is provided under this extension:

A. If no such products or materials exist at the time of the loss or damage; or
B. If the Insured does not repair or replace the damaged or destroyed Insured Property.

In no event will the policy pay more than the lesser of the:

A. The cost to repair; or
B. The cost to replace;
the damaged Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System existing at the time of the loss or damage.

No coverage is provided under this extension of coverage for any of the following items:

A. Re-registering the Insured project with the US Green Building Council.
B. Failure to meet the registered LEED Building Rating certification level.
C. Land and land values.
D. Any additional cost incurred to comply with any law or ordinance.
E. Personal property of others in the Insured’s care, custody or control.
F. Raw materials, stock-in-process and finished goods.
G. Motor vehicles.
H. Property located outside the Territorial Limits of the policy.

9. CLAIMS PREPARATIONS EXPENSE

Subject to the stated sublimit, this policy is extended to include reasonable expenses incurred by the Insured, or by the Insured’s representatives for preparing the details of a claim resulting from a loss which would be payable under this policy. However, the Company shall not liable for expenses incurred by the Insured in utilizing or retaining the services of attorneys, insurance agents or brokers; or any subsidiary, related or associated entities either partially or wholly owned by an attorney or public adjuster.
10. MOLD/FUNGUS

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, the insurance shall also pay, subject to the Limit of Liability and the terms, conditions, and limitations of this policy, the cost to clean up or remove Mold/Fungi from Insured Property located at the construction site.

Notwithstanding any terms or conditions, this policy does not insure any cost or expense incurred to test for, monitor, or assess the existence, concentration or effects of Mold/Fungi.

SELECTED GENERAL CONDITIONS

1. REQUIREMENTS IN CASE OF LOSS

In the event of loss or damage to Insured Property the Insured shall:

A. Give immediate notice to the insurance company;

B. Protect the Insured Property from further loss or damage;

C. Within ninety (90) days from the date of discovery of the loss or damage, the Named Insured shall render a statement to the Insurer signed and sworn to by the Named Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the interest of the Insured and all others in the Insured Property;

D. Exhibit to any person designated by the Insurer all that remains of the Insured Property.

E. Coordinate and cooperate with investigation and/or inspection of property and provide documentation as requested by the insurance adjuster. Do NOT destroy or salvage damaged property unless authorized to do so by the insurance adjuster.

F. Submit to examinations under oath by any person named by the Insurer and produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents shall be deemed to be a waiver of any defense which the Insurer might otherwise have with respect to any loss or claim; but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

G. Subject to the Limit of Liability and the terms, conditions, and limitations of the policy, all adjusted losses shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of the satisfactory proof of interest and loss to the Insurer. No amount shall be paid on an adjusted loss or made good if the Insured has collected the same from others.
2. VALUATION

Subject to the Limit of Liability, sublimits or Aggregate Limit of Liability, the Insurer shall not be liable beyond the cost to repair, replace, or re-erect the Insured Property at the time and place of loss, with materials of like kind and quality, less the cost of betterment, salvage, or other recovery including contractors reasonable profit and overhead in the proportion as that included in the original contract documents, or 15% profit and overhead, whichever is lesser. If the Insured Property is not replaced, then the loss shall be settled on the Actual Cash Value basis with proper deduction for depreciation, salvage or other recovery and exclusive of profit and overhead.

3. PROTECTION OF PROPERTY

In the case of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, it shall be lawful and necessary for the Insured, his or their factors, servants, or assigns, to sue, labor, and travel for in and about the defense, safeguard, and recovery of the Insured Property, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Insurer, in recovering, saving, and preserving the Insured Property in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Insurer proportionately to the extent of their respective interests.

4. OTHER INSURANCE

This Policy shall not provide coverage to the extent of any other insurance, whether prior or subsequent hereto in date, and by whomsoever effected, directly or indirectly covering the same property against the same peril; and the Company shall be liable for direct physical loss or direct physical damage only for the excess value beyond the amount due from such other insurance, subject to the applicable Deductible.

5. INSURED'S REPRESENTATIVE

The first Named Insured shall be the sole and irrevocable agent of each and every Insured for the purpose of:

A. Payment of premium;
B. Giving or receiving notice of cancellation;
C. Requesting amendments to this policy and accepting amendments to the policy made by the Insurer.

6. LOSS PAYABLE

Loss, if any, shall be payable to the first Named Insured and/or its assigned designee.

7. PARTIAL OCCUPANCY OR USE

Notwithstanding anything to the contrary elsewhere in the policy, the Owner and/or tenants may occupy or use any completed or partially completed portion of the Insured Property, provided that the Insured warrants that all fire protection shall be in service and fully operational during such occupancy or use.
SELECTED DEFINITIONS

The following terms have been defined in the Master Policy and will be applied in the interpretation of certain wording used herein or within the Master Policy.

1. **FLOOD:**

Flood shall mean the rising, overflowing or breaking of boundaries of rivers, lakes, streams, ponds or similar natural or man-made bodies of water, or from waves, tidal waves, tidal waters, wave wash, or spray from any of the foregoing, surface waters, rain accumulation run off, all whether driven by wind or not.

2. **CONTAMINANTS OR POLLUTANTS:**

Contaminants and/or Pollutants shall mean any material which after its release or discharge can cause or threaten damage to human health and/or human welfare, or causes or threatens damage, deterioration, loss of value, marketability and/or loss of use to Insured Property; including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and/or Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

3. **LAND MOVEMENT:**

Land Movement shall mean all land movement however caused, whether by natural event or man-made including but not limited to, earthquake, volcanic eruption, tsunami, subsidence, landslide, mudflow, or rockfall.

4. **OCURRENCE:**

Occurrence shall mean any one loss, disaster, or casualty, or series of losses, disasters, or casualties arising out of one event. With respect to the perils of Water Damage, Flood, Land Movement, or riots, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours.

The Insured may choose the time from which any such seventy-two (72) hour period shall be deemed to have commenced, provided it shall not be earlier than the time of the first loss sustained by the Insured during the Occurrence.

5. **WATER DAMAGE:**

All water damage excluding flood, however caused, whether by natural event or man-made, including but not limited to interior water damage, damage due to water from pipe breakage or sprinkler leakage, damage from rainfall and/or resulting runoff; all whether wind driven or not.
PROJECTS EXCLUDED AND/OR MUST BE UNDERWRITTEN SEPARATELY. THESE PROJECTS MAY BE SUBJECT TO DIFFERENT RATES, DEDUCTIBLES, AND TERMS AND CONDITIONS.

(A) Construction Cost exceeds:
- $150 Million regardless of Construction Type
- $5 Million for Wood Frame
- $25 Million for Joisted Masonry
- $50 Million for Structural Renovations

(B) Project involves:
- Construction occurring outside of the State of California
- Co-Generation Facility
- Stadium or arena
- Bridge
- Tunnel
- Excavations greater than 1,000 feet in length or 40 feet in depth
- Transmission and/or distribution lines extending greater than 1,000 feet in length from the perimeter project site including cable, telecom, wires, poles, towers, and electrical
- Directional Drilling
- Gas Turbine
- Power Plants
- Standalone Projects for Water or Sewer Pipelines, Cut and Cover, Open Trench, Utility Relocations, Central Utility Plants, Waste Water, or Water Treatment Facilities. Standalone projects means when the scope of work is not included in the estimated Construction Cost of a building project

(C) Project requires coverage for:
- Land Movement (e.g. Earthquake)
- Flood
- Terrorism
- Delay in Completion
UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT:
THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:
Name of Claimant:
Name of Customer:
Job Location: UC Path 2nd Floor Tenant Improvements, Project No. 950566
University of California, Riverside, City of Riverside, County of Riverside
Owner: The Regents of the University of California

Unconditional Waiver and Release:
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions:
This document does not affect the following: Disputed claims for extras in the amount of:

$ ____________________________ .

Signature:
Claimant’s Signature & Date: ________________________________
Claimant’s Name & Title: ________________________________

Prime Contractor’s Application for Payment # ________
UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT:
UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:
Name of Claimant: ___________________________________________
Name of Customer: ___________________________________________
Job Location: _______________________________________________
   UC Path 2nd Floor Tenant Improvements, Project No. 950566
   University of California, Riverside, City of Riverside, County of Riverside
Owner: _____________________________________________________
   The Regents of the University of California
Through Date: ________________________________

Unconditional Waiver and Release:
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $ __________________________

Exceptions:
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature:
Claimant’s Signature & Date: _________________________________
Claimant’s Name & Title: ______________________________________

Prime Contractor’s Application for Payment # __________
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END OF LIST OF DRAWINGS
ALL NAC CIRCUITS ARE SYNCHRONIZED.

NAC DEVICES ARE 2-WIRE DEVICES.

THE UNIVERSITY DEPARTMENT IS ALSO RESPONSIBLE TO VERIFY THAT THE FIRE WATCH PERSONNEL ARE ON SITE PRIOR TO ANY OF THE "FIRE & LIFE SAFETY" ACTIVITIES.

1. FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION OF A BUILDING SHALL BE IN ACCORDANCE WITH 2016 CALIFORNIA FIRE CODE (CFC) SECTIONS 3308.6 & 3308.6.1, AND IN ACCORDANCE WITH THE CAMPUS FIRE MARSHAL REQUIREMENTS.


1. PRIOR TO PULLING NEW FA CABLES, REMOVING OF (E) CABLES SHALL REQUIRE A REUSED. THE CONTRACTOR SHALL REMOVE (E) CABLE, MANDREL (E) CONDUIT FA SYSTEM. (E) FA CONDUIT CONNECTING BETWEEN THE TWO BUILDING SHALL BE REPLACED WITH NEW BATTERIES OF THE SAME MANUFACTURER, TYPE, AND SPECIFICATIONS.
1ST FLOOR DEMOLITION FIRE ALARM PLAN - LABORATORY BUILDING B WEST
1ST FLOOR DEMOLITION FIRE ALARM PLAN - LABORATORY BUILDING B EAST
2ND FLOOR DEMOLITION FIRE ALARM PLAN - OFFICE BUILDING A WEST

GENERAL NOTES

1. All health and safety measures must be followed in accordance with OSHA, local codes, and the employer's policies.
2. The plans are subject to change without notice. Final plans and specifications will be provided by the architect.
3. This drawing is for informational purposes only and does not constitute a contractual obligation.

KEY NOTES

- General notes are located in the section titled "GENERAL NOTES."
KEY NOTES

1. 2ND FLOOR DEMOLITION FIRE ALARM PLAN - OFFICE BLDG. A

E1.6

GENERAL NOTES

2ND FLOOR DEMOLITION PLAN - OFFICE BUILDING A EAST
2ND FLOOR DEMOLITION FIRE ALARM PLAN - LABORATORY BUILDING B EAST
3RD FLOOR DEMOLITION FIRE ALARM PLAN - OFFICE BUILDING A EAST
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THIRD FLOOR REMODEL FIRE ALARM PLAN - LABORATORY BLDG. A EAST

UNIVERSITY OF CALIFORNIA RIVERSIDE
BOURNS ENGINEERING BUILDING

KEY NOTES

GENERAL NOTES

3RD FLOOR REMODEL FIRE ALARM PLAN - LABORATORY BLDG. B EAST
### SPECIFICATIONS

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SECTION 01 1100
SUMMARY OF WORK

PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Work Covered by Contract Documents
2. Work Sequence
3. Work by University
4. University Furnished Products

B. In case any Sections contain conflicting requirements, refer to General Conditions, Paragraph 4.1.8.

1.2. WORK COVERED BY CONTRACT DOCUMENTS

A. The University of California, Riverside requires replacement of the fire alarm control panel [FACP], smoke detectors, duct detectors, horn-strobes, and power supplies located within the Bourns College of Engineering building. The removal and replacement of the FACP in building ‘A’ will need to be relocated to an alternative location within the same area while keeping a parallel system online for FL&S. Work is to be completed within occupied research & lecture spaces throughout the building which consists of two separate buildings totaling 235,000 square feet. An MOP (Method of Procedure) has been developed to assist potential GC’s understand the process in which the installation of the new fire alarm system can be installed in parallel with the existing fire alarm system. The MOP also provides information as to UC’s approach to schedule as well as visual aids that display the process. Please note that the MOP may not be the only method in performing the scope of work and hence, the GC is to work closely with the University Representative create and schedule the work plan. The MOP can be found on the attached Appendix to the Summary of Work specification 01 1100.

B. Project Location: Bourns Hall FACP Replacement, 900 University Avenue Riverside California 92521

1.3. WORK SEQUENCE

A. The scope of work will be contingent on the Contractors sequencing and phasing as outlined on a project required submittal that is to be issued and approved prior to work commencing. This phasing and sequencing schedule will highlight potential system shut downs.

1.4. WORK BY UNIVERSITY – N/A

1.5. UNIVERSITY FURNISHED PRODUCTS – N/A

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION
Intent:
The method of procedure outlined in this document was created to provide the prospective GC a guide for the installation of the new fire alarm system in parallel with the existing fire alarm system within the Bourns College of Engineering Building (building A & B). As so, the procedure will reduce the Fire, Life & Safety risks associated with the project and hours that may be required for Fire Watch during the replacement process. Please note that that this may not be the only method in achieving the installation of the parallel system within the building hence, the University is open for any feedback on the MOP or approach from the prospective GC on how to complete the project in a more efficient manner. We do recommend that the prospective GC’s review the documents and submit RFI’s for any items that require further clarification.

Additional Information:
1. Current Class-A setup will be converted to a Class-B setup. New field resistors are to be provided and installed at the end of wires and included as part of the bid.
2. Relays for magnetic door holders are to be provided, installed and connected to the new power supplies (NPS) at each location where a NPS will be installed and be included as part of bid.
3. All temporary cables, modules and/or equipment that is required to provide connectivity between the existing fire alarm control panel (EFACP) and the new fire alarm control panel (NFACP) to have a fully functional system during the entire project is to be provided as part of the bid.

Exhibit A: New Cable and Line Diagram
Exhibit B: Mounting location of NFACP
Exhibit C: Conduit Pathway from EFACP to NFACP
Exhibit D: Existing Cable Locations at EFACP
Exhibit E: Existing Cable Locations at 1st Floor Terminal Cabinets
Exhibit F: 2nd & 3rd Floor Terminal Cabinets

Installation of New FA Equipment (Exhibit A, pg.2):

1. Installation of new equipment and conduit:
   a. NFACP (New Fire Alarm Control Panel):
      i. Mount new FACP in room Building A, Room 167 (Exhibit B)
      ii. Install new conduit from panel E1LOEA to NFACP.
      iii. Install new conduit from EFACP (Existing Fire Alarm Control Panel) to NFACP (Exhibit C).
      iv. Install new electrical circuit wires for NFACP to panel E1LOEA.
      v. Make all connections necessary to power up NFACP and verify unit is operational.
   b. New Power Supplies (NPS):
      i. Mount three (x3) new power supply boxes in building A (one NPS at each location: rooms A150, A250 & A350) and six (x6) new power supply boxes in building B (one at each location: West Wing rooms B105A, B205A & B305A; East Wing rooms B166A, B269A & B369A). Mounting location to be field verified by GC and approved by UCR Representative prior to installation.
      ii. Install new conduit from NPS to terminal cabinet (TC) located at each of the room locations (Building A: rooms A150, A250 & A350; Building B: West Wing rooms B105A, B205A & B305A, East Wing rooms B166A, B269A & B369A).
      iii. Install new conduit from emergency power electrical panel to NPS using existing floor penetrations and risers (refer to riser diagram, sheet E0.3).
      iv. Make all connections necessary to power up NPS’s and verify units are operational.

2. Installation of new cables and preliminary connections (Exhibit A, pg.3):
   a. NFACP (New Fire Alarm Control Panel):
      i. Install three (x3) new smoke detector cable pairs from EFACP to NFACP and label at each end as shown:

      | New Smoke Detector Cable | Label   |
      |--------------------------|---------|
      | 1                        | BLDA-DATA1 |
      | 2                        | BLDB-DATA1 |
      | 3                        | SPARE    |

      ii. Install twelve (x12, six (x6) pairs) new Horn/ Strobe cables from EFACP to NFACP and label at each end as shown:

      | New Horn/Strobe Cable | Label   |
      |-----------------------|---------|
      | 1-2                   | 1AE-AV1 |
      | 3-4                   | 1AW-AV1 |
      | 5-6                   | 1BW-AV1 |
      | 7-8                   | 1BW-AV2 |
b. **EFACP Connections:**
   i. Install new terminal strips for each building for smoke detectors (x3) and horn/strobes (min. x3) in EFACP.
   ii. New cables are to be connected to existing cables via new terminal strip in EFACP as shown (Exhibit D provides location of existing cables):

<table>
<thead>
<tr>
<th>New Cables from NFACP</th>
<th>New Terminal Strip</th>
<th>Existing Cables located in EFACP</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoke Detector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLDA-DATA1</td>
<td>→</td>
<td>BLDA-DATA1</td>
<td>1 cable pair</td>
</tr>
<tr>
<td>BLDB-DATA1</td>
<td>→</td>
<td>1BW-DATA1</td>
<td>1 cable pair</td>
</tr>
<tr>
<td></td>
<td>→</td>
<td>1BE-DATA1</td>
<td>1 cable pair</td>
</tr>
<tr>
<td>Horn/Strobe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1AE-AV1</td>
<td>→</td>
<td>1AE-AV1</td>
<td>2 cables</td>
</tr>
<tr>
<td>1AW-AV1</td>
<td>→</td>
<td>1AW-AV1</td>
<td>2 cables</td>
</tr>
<tr>
<td>1BW-AV1</td>
<td>→</td>
<td>1BW-AV1</td>
<td>2 cables</td>
</tr>
<tr>
<td>1BW-AV2</td>
<td>→</td>
<td>1BW-AV2</td>
<td>2 cables</td>
</tr>
<tr>
<td>1BE-AV1</td>
<td>→</td>
<td>1BE-AV1</td>
<td>2 cables</td>
</tr>
<tr>
<td>1BE-AV2</td>
<td>→</td>
<td>1BE-AV2</td>
<td>2 cables</td>
</tr>
</tbody>
</table>

   c. **New Power Supplies (NPS):**
   i. Install six (x6) new cables from the terminal cabinet on the 1st floor at each location (Building A: Room A150 (FATC-1), Building B: West Wing room B105A (FATC-W1); East Wing room B166A (FATC-E1)) to the NPS. Label cables at each end as shown:

<table>
<thead>
<tr>
<th>Terminal Cabinet</th>
<th>Cables 1-2</th>
<th>Cables 3-4</th>
<th>Cables 5-6</th>
</tr>
</thead>
<tbody>
<tr>
<td>FATC-1 (Room A150)</td>
<td>1AE-AV1</td>
<td>1AW-AV2</td>
<td>1AW-DH</td>
</tr>
<tr>
<td>FATC-W1 (Room B105A)</td>
<td>1BW-AV1</td>
<td>1BW-AV2</td>
<td>1BW-DH</td>
</tr>
<tr>
<td>FATC-E1 (Room B166A)</td>
<td>1BE-AV1</td>
<td>1BE-AV2</td>
<td>1BE-DH</td>
</tr>
</tbody>
</table>

   ii. Connect new cables to 1st floor NPS at each location.
   iii. Connect new cables and existing cables in terminal cabinets as shown below (Exhibit E provides location of existing cables):

<table>
<thead>
<tr>
<th>Terminal Cabinet</th>
<th>New Cables</th>
<th>Connection</th>
<th>Existing Cables</th>
</tr>
</thead>
<tbody>
<tr>
<td>FATC-1 (Room A150)</td>
<td>1AE-AV1</td>
<td>→</td>
<td>1AE-AV1</td>
</tr>
<tr>
<td></td>
<td>1AW-AV2</td>
<td>→</td>
<td>1AW-AV2</td>
</tr>
<tr>
<td>FATC-W1 (Room B105A)</td>
<td>1BW-AV1</td>
<td>→</td>
<td>1BW-AV1</td>
</tr>
<tr>
<td></td>
<td>1BW-AV2</td>
<td>→</td>
<td>1BW-AV2</td>
</tr>
</tbody>
</table>
iv. Install six (x6) new cables from the 1st floor NPS at each location (Building A Rm. A150, Building B West Rm. B105A, Building B East Rm. B166A) to 2nd floor NPS (Building A Rm. A250, Building B West Rm. B205A, Building B East Rm. B269A). The six (x6) new cables are to be ran through the existing conduit connecting the terminal cabinets located between each floor. Label new cables as shown:

<table>
<thead>
<tr>
<th>Building</th>
<th>Cable</th>
<th>1st Floor NPS</th>
<th>2nd Floor NPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1-2</td>
<td>1AE-AV1 (OUT)</td>
<td>1AE-AV1 (IN)</td>
</tr>
<tr>
<td></td>
<td>3-4</td>
<td>1AW-AV2 (OUT)</td>
<td>1AW-AV2 (IN)</td>
</tr>
<tr>
<td></td>
<td>5-6</td>
<td>1AW-DH (OUT)</td>
<td>1AW-DH (IN)</td>
</tr>
<tr>
<td>B-West</td>
<td>1-2</td>
<td>1BW-AV1 (OUT)</td>
<td>1BW-AV1 (IN)</td>
</tr>
<tr>
<td></td>
<td>3-4</td>
<td>1BW-AV2 (OUT)</td>
<td>1BW-AV2 (IN)</td>
</tr>
<tr>
<td></td>
<td>5-6</td>
<td>1BW-DH (OUT)</td>
<td>1BW-DH (IN)</td>
</tr>
<tr>
<td>B-East</td>
<td>1-2</td>
<td>1BE-AV1 (OUT)</td>
<td>1BE-AV1 (IN)</td>
</tr>
<tr>
<td></td>
<td>3-4</td>
<td>1BE-AV2 (OUT)</td>
<td>1BE-AV2 (IN)</td>
</tr>
<tr>
<td></td>
<td>5-6</td>
<td>1BE-DH (OUT)</td>
<td>1BE-DH (IN)</td>
</tr>
</tbody>
</table>

v. Connect new cables to 1st floor NPS and 2nd floor NPS.

vi. Install six (x6) new cables from the 2nd floor NPS at each location (Building A Rm. A250, Building B West Rm. B205A, Building B East Rm. B269A) to 3rd floor NPS (Building A Rm. A350, Building B West Rm. B305A, Building B East Rm. B369A). The six (x6) new cables are to be ran through the existing conduit connecting the terminal cabinets located between each floor. Label new cables as shown:

<table>
<thead>
<tr>
<th>Building</th>
<th>Cable</th>
<th>2nd Floor NPS</th>
<th>3rd Floor NPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1-2</td>
<td>1AE-AV1 (OUT)</td>
<td>1AE-AV1 (IN)</td>
</tr>
<tr>
<td></td>
<td>3-4</td>
<td>1AW-AV2 (OUT)</td>
<td>1AW-AV2 (IN)</td>
</tr>
<tr>
<td></td>
<td>5-6</td>
<td>1AW-DH (OUT)</td>
<td>1AW-DH (IN)</td>
</tr>
<tr>
<td>B-West</td>
<td>1-2</td>
<td>1BW-AV1 (OUT)</td>
<td>1BW-AV1 (IN)</td>
</tr>
<tr>
<td></td>
<td>3-4</td>
<td>1BW-AV2 (OUT)</td>
<td>1BW-AV2 (IN)</td>
</tr>
<tr>
<td></td>
<td>5-6</td>
<td>1BW-DH (OUT)</td>
<td>1BW-DH (IN)</td>
</tr>
<tr>
<td>B-East</td>
<td>1-2</td>
<td>1BE-AV1 (OUT)</td>
<td>1BE-AV1 (IN)</td>
</tr>
<tr>
<td></td>
<td>3-4</td>
<td>1BE-AV2 (OUT)</td>
<td>1BE-AV2 (IN)</td>
</tr>
<tr>
<td></td>
<td>5-6</td>
<td>1BE-DH (OUT)</td>
<td>1BE-DH (IN)</td>
</tr>
</tbody>
</table>

vii. Connect new cables to 2nd floor NPS and 3rd floor NPS.

viii. Install six (x6) new cables from each of the NPS’s to the terminal cabinets within their respective space and label as shown:

<table>
<thead>
<tr>
<th>Cables 1 &amp; 2</th>
<th>Cables 3 &amp; 4</th>
<th>Cables 5 &amp; 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horn/Strobe</td>
<td>Door Hold</td>
<td>Trigger</td>
</tr>
</tbody>
</table>
ix. Connect one end of the cables to the NPS. The cable ends located in the terminal cabinets are to be connected to a new terminal strip that will be used to connect the existing Horn/Strobes, Door Holds and Trigger cables to the NFACP.

<table>
<thead>
<tr>
<th>Cable end in NPS</th>
<th>Cables</th>
<th>Cable end in Terminal Cabinet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horn/Strobe</td>
<td>→</td>
<td>New Terminal Strip</td>
</tr>
<tr>
<td>Door Hold</td>
<td>→</td>
<td>New Terminal Strip</td>
</tr>
<tr>
<td>Trigger</td>
<td>→</td>
<td>New Terminal Strip</td>
</tr>
</tbody>
</table>

d. Smoke Detector Cables:

i. Install one (x1) new cable pair from the terminal cabinet on the 1\textsuperscript{st} floor at each location (Building A: Room A150 (FATC-1), Building B: West Wing room B105A (FATC-W1); East Wing room B166A (FATC-E1)) to 2\textsuperscript{nd} floor terminal cabinet (Building A Rm. A250 (FATC-2), Building B West Rm. B205A (FATC-W2), Building B East Rm. B269A (FATC-E2)). The one (x1) new cable pair is to be ran through the existing conduit connecting the terminal cabinets located between each floor. Label cables at each end as shown:

<table>
<thead>
<tr>
<th>Building</th>
<th>1\textsuperscript{st} Floor TC</th>
<th>2\textsuperscript{nd} Floor TC</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>BLDA-DATA1 (OUT)</td>
<td>BLDA-DATA1 (IN)</td>
</tr>
<tr>
<td>B-West</td>
<td>1BW-DATA1 (OUT)</td>
<td>1BW-DATA1 (IN)</td>
</tr>
<tr>
<td>B-East</td>
<td>1BE-DATA1 (OUT)</td>
<td>1BE-DATA1 (IN)</td>
</tr>
</tbody>
</table>

ii. Connect the new cable pairs to and existing cable pairs using a new dedicated terminal strip in the 1\textsuperscript{st} floor terminal cabinets as shown below (Exhibit E provides location of existing cable pairs). The new terminal strip will be used to connect the existing smoke detector cable pairs to the NFACP:

<table>
<thead>
<tr>
<th>1\textsuperscript{st} Floor Terminal Cabinets</th>
<th>New Cable Pairs</th>
<th>New Terminal Strip</th>
<th>Existing Cables</th>
</tr>
</thead>
<tbody>
<tr>
<td>FATC-1 (Room A150)</td>
<td>BLDA-DATA1 (OUT)</td>
<td>→</td>
<td>BLDA-DATA1</td>
</tr>
<tr>
<td>FATC-W1 (Room B105A)</td>
<td>1BW-DATA1 (OUT)</td>
<td>→</td>
<td>1BW-DATA1</td>
</tr>
<tr>
<td>FATC-E1 (Room B166A)</td>
<td>1BE-DATA1 (OUT)</td>
<td>→</td>
<td>1BE-DATA1</td>
</tr>
</tbody>
</table>

iii. Install one (x1) new cable pair from the terminal cabinet on the 2\textsuperscript{nd} floor at each location (Building A: Room A250 (FATC-2), Building B: West Wing room B205A (FATC-W2); East Wing room B269A (FATC-E2)) to 3\textsuperscript{rd} floor terminal cabinet (Building A Rm. A350 (FATC-3), Building B West Rm. B305A (FATC-W3), Building B East Rm. B369A (FATC-E3)). The one (x1) new cable pair is to be ran through the existing conduit connecting the terminal cabinets located between each floor. Label cables at each end as shown:

<table>
<thead>
<tr>
<th>Building</th>
<th>2\textsuperscript{nd} Floor TC</th>
<th>3\textsuperscript{rd} Floor TC</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>BLDA-DATA1 (OUT)</td>
<td>BLDA-DATA1 (IN)</td>
</tr>
<tr>
<td>B-West</td>
<td>1BW-DATA1 (OUT)</td>
<td>1BW-DATA1 (IN)</td>
</tr>
</tbody>
</table>
iv. Connect the new cable pair ends in the 2\textsuperscript{nd} floor terminal cabinet to each other using a new dedicated terminal strip as shown below. The new terminal strip will be used to connect the existing smoke detector cable pairs to the NFACP:

<table>
<thead>
<tr>
<th>Terminal Cabinet</th>
<th>New Cable Pair</th>
<th>New Terminal Strip</th>
<th>New Cable Pair</th>
</tr>
</thead>
<tbody>
<tr>
<td>FATC-2 (Room A250)</td>
<td>BLDA-DATA1 (IN)</td>
<td>(\rightarrow)</td>
<td>BLDA-DATA1 (OUT)</td>
</tr>
<tr>
<td>FATC-W2 (Room B205A)</td>
<td>1BW-DATA1 (IN)</td>
<td>(\rightarrow)</td>
<td>1BW-DATA1 (OUT)</td>
</tr>
<tr>
<td>FATC-E2 (Room B269A)</td>
<td>1BE-DATA1 (IN)</td>
<td>(\rightarrow)</td>
<td>1BE-DATA1 (OUT)</td>
</tr>
</tbody>
</table>

v. Connect the new cable pair ends in the 3\textsuperscript{rd} floor terminal cabinets to a new dedicated terminal strip as shown below. The new terminal strip will be used to connect the existing smoke detector cable pairs to the NFACP:

<table>
<thead>
<tr>
<th>Terminal Cabinet</th>
<th>New Cable Pair</th>
<th>Cable pair end in Terminal Cabinet</th>
</tr>
</thead>
<tbody>
<tr>
<td>FATC-3 (Room A350)</td>
<td>BLDA-DATA1 (IN)</td>
<td>New Terminal Strip</td>
</tr>
<tr>
<td>FATC-W3 (Room B305A)</td>
<td>1BW-DATA1 (IN)</td>
<td>New Terminal Strip</td>
</tr>
<tr>
<td>FATC-E3 (Room B369A)</td>
<td>1BE-DATA1 (IN)</td>
<td>New Terminal Strip</td>
</tr>
</tbody>
</table>

e. **NFACP:**
   - I. Program NFACP
   - II. Connect new cables from EFACP to NFACP.
   - III. Verify that NFACP and NPS’s are functioning as spec’d.

3. **Disconnection of Existing Fire Alarm Components; Connection of New Fire Alarm Components (Exhibit A, pg. 4):**
   
a. *Each building wing/floor will be addressed as a different phase (total of twelve (x12) phases). The replacement of smoke detectors and Horn & Strobes components will be completed under two different sub-phases for each phase unless, the prospective GC has the ability to accommodate the replacement of all fire alarm components within a phase in a one shift period. The one shift period is to include yet, not limited to: site prep work, disconnecting of cables from existing terminal strips, removal and replacement of fire alarm components (one sub-phase per shift), connection of existing cables to new terminal strip, testing of the NFACP to verify that all new fire alarm components are operational, verification that communication between EFACP and NFACP exist, removal material and equipment from work spaces, and cleanup of the work site.*
b. **Smoke Detectors:**
   i. NFACP & EFACP:
      1. Test mode will need to be activated prior to beginning work
detailed below.
   ii. Terminal Cabinets *(see Exhibit F)*:
      1. Disconnect existing smoke detector cable pairs coming from devices
at the existing terminal strip in building/wing/level phase that will
have devices replaced.
   iii. Building/Wing/Level:
      1. Remove and replace existing smoke detectors with new at all
locations identified on construction documents *(existing wires in
conduit are to be re-used)* that correspond with the disconnected
smoke detector cable pairs located at the terminal cabinet.
   iv. Terminal Cabinets:
      1. Connect existing smoke detector cable pairs coming from new
devices to new terminal strip installed for NFACP.
   v. NFACP:
      1. Test all new smoke detectors that have been replaced to verify that
they are operating and communicating with the NFACP. NFACP
device description display is to accurately identify location of device
(room number, wing, level). Device naming convention is to be
approved by UC Representative prior to uploading.
   vi. *Repeat for all building/levels/wings.*
   vii. NFACP & EFACP:
      1. Deactivate test mode at FACPs and verify systems are still
functional and communicating between NFACP & EFACP.

c. **Horn/Strobe & Magnetic Door Releases:**
   i. NFACP & EFACP:
      1. Test mode will need to be activated prior to beginning work
detailed below.
   ii. Terminal Cabinets *(see Exhibit F)*:
      1. Disconnect existing horn/strobe & magnetic door cables coming
from devices at the existing terminal strip in building/wing/level
phase that will have devices replaced.
   iii. Building/Wing/Level:
      1. Remove and replace horn/strobe devices with new at all locations
identified on construction documents *(existing wires in conduit are
to be re-used)* that correspond with the disconnected horn/strobe
cable pairs located at the terminal cabinet.
   iv. Terminal Cabinets:
      1. Connect existing horn/strobe & magnetic door release cable pairs to
new terminal strip installed for NFACP.
v. NFACP:
   1. Test all new horn/strobes & existing magnetic door releases to verify that they are operating and communicating with the NFACP. NFACP device description display is to accurately identify location of device (room number, wing, level). Device naming convention is to be approved by UC Representative prior to uploading.

vi. Repeat for all building/levels/wings.

vii. NFACP & EFACP:
   1. Deactivate test mode at FACP’s and verify systems are still functional and communicating between NFACP & EFACP.

4. Removal of All Old Fire alarm System Cables (Exhibit A, pg. 5):
   a. All fire alarm cable pairs and cables not in use that run from the EFACP to the terminal cabinets are to be removed and disposed of leaving only the cables/cable pairs being used for the new fire alarm system. Spare cables as detailed in previous steps are to remain for future use.

5. Removal of EFACP and Old Power Supplies (Exhibit A, pg. 6):
   a. All old power supplies and EFACP are to be removed and disposed of with the inclusion of any conduit that runs between the power supplies and terminal cabinets. Electrical connections not in use are to be properly terminated. Wall repair will be required at any location old equipment was removed.
112003 BOURNS HALL
EXHIBIT A
1. Install new equipment and conduct for all new items.
2. Run all new cables as shown and provide power to all new equipment.
3. New Fire Alarm Control Panel (NFACP) to be programmed.

Existing FA cables that have been identified for NFACP are to be connected to new FA cables at first floor terminal cabinets (TC). Existing FA cables are to be disconnected from devices at TCs, devices replaced, and new FA cables connected to devices (each floor and wing completed in different phases). GC to verify all new devices are operational.

LEGEND
- Existing H/S Cable
- Existing S/D Cable
- New H/S Cable
- New S/D Cable
- H/S Connections
- S/D Connections

BUILDING A - 1ST FLOOR

NFACP A0167
1. Install new equipment and conduct for all new items.
2. Run all new cables as shown and provide power to all new equipment. New Fire Alarm Control Panel (NFACP) to be programmed.
3. Existing FA cables that have been identified for NFACP are to be connected to new FA cables at 1st floor terminal cabinets (TG). Existing FA cables are to be disconnected from devices at TCs, devices replaced, and new FA cables connected to devices (each floor and wing completed in different phases). OC to verify all new devices are operational.
4. Remove all old FA cables.

LEGEND
- New H/S Cable
- New S/D Cable
- H/S Connections
- S/D Connections

BUILDING A - 1ST FLOOR

EFACP

BUILDING A

NEW P.S.

FATC-3
(A350)

H/S
S/D

3RD FLOOR

NEW P.S.

FATC-2
(A250)

H/S
S/D

2ND FLOOR

NEW P.S.

EXIST. P. S.

FATC-1
(A150)

H/S
S/D

1ST FLOOR

EXISTING BLDG-DATA1
EXISTING 1AE-AV1

EXISTING 1BW-AV1

EXISTING 1BW-DATA1

EXISTING 1BE-AV1

EXISTING 1BE-DATA1

BUILDING B

WEST WING

NEW P.S.

FATCW-3
(B305A)

H/S
S/D

NEW P.S.

FATCW-2
(B205A)

H/S
S/D

NEW P.S.

FATCE-3
(B369A)

H/S
S/D

EAST WING

NEW P.S.

FATCE-2
(B269A)

H/S
S/D

NFACP

A0167
1. Install new equipment and conduct for all new items.
2. Run all new cables as shown and provide power to all new equipment.
3. New Fire Alarm Control Panel (NFACP) to be programmed.
4. Existing FA cables that have been identified for NFACP are to be connected to new FA cables at 1st floor terminal cabinets (TC). Existing FA cables are to be disconnected from devices at TCs, devices replaced, and new FA cables connected to devices (each floor and wing completed in different phases). QC to verify all new devices are operational.
5. Remove all old FA cables.
6. Remove all old FA equipment.

**LEGEND**
- New H/S Cable
- New S/D Cable
- H/S Connections
- S/D Connections

**BUILDING A - 1ST FLOOR**

**EXISTING BLDA-DATA1**
**EXISTING 1AE-AV1**

**EXISTING 1BW-AV1**
**EXISTING 1BW-DATA1**
**EXISTING 1BE-AV1**
**EXISTING 1BE-DATA1**
112003 BOURNS HALL
EXHIBIT B
112003 BOURNS HALL
EXHIBIT C
112003 BOURNS HALL – CONDUIT PATHWAY FROM EFACP TO NFACP 1
112003 BOURNS HALL – CONDUIT PATHWAY FROM EFACP TO NFACP 2

NEW CONDUIT PATHWAY TO NFACP

PENETRATION IN METAL WALL PLATE WILL BE REQUIRED TO ACCOMMODATE CONDUIT
112003 BOURNS HALL – CONDUIT PATHWAY FROM EFACP TO NFACP 3
112003 BOURNS HALL
EXHIBIT D
112003 BOURNS HALL BUILDING A – EXISTING FACP CABLE LOCATIONS
112003 BOURNS HALL BUILDING A – FATC-1

FATC-1

SMOKE DETECTOR CABLES

HORN/STROBE & DOOR CABLES
112003 BOURNS HALL BUILDING B – FATC-W1

SMOKE DETECTOR CABLES - HORN/STROBE & DOOR CABLES
SMOKE DETECTOR CABLES - HORN/STROBE & DOOR CABLES
112003 BOURNS HALL
EXHIBIT F
112003 BOURNS HALL – SECOND FLOOR TERMINAL CABINETS

FATC-2

FATC-E2

FATC-W2
112003 BOURNS HALL – THIRD FLOOR TERMINAL CABINETS
PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Access to Site
2. Coordination with Occupants
3. Use of Site
4. Scheduling of Work and Work Hours
5. Neighbor Complaint Hotline
6. Site Decorum

1.2. ACCESS TO SITE

A. Special Requirements

1. Existing Site Conditions and Restrictions:
   a. Maintain access and code required exiting to and from surrounding buildings during construction.

2. Contractor shall be responsible for safely securing the work areas, with at a minimum, trench plates, fencing, signage, safety lighting, traffic and pedestrian coordinators.

3. Trench plates shall be provided and safely secured at all roadway, parking lots, and walkways.

4. Trenches shall be protected from vehicles by utilizing trench plates, and from pedestrians by utilizing fully installed galvanized fencing. Excavations and holes shall be protected by utilizing fully installed galvanized fencing, safety lighting, and other methods to safely secure the site. Establishment of the work area in any space requiring the University’s vacating shall not commence before notification to University’s Representative. Refer to Section 01 1400 - CONTRACTOR’S USE OF THE PROJECT SITE, Notifications.

5. Individual work areas shall not be established until Contractor has labor, materials and equipment ready to commence and complete the Work in that area.

6. Work shall not commence in any area until barriers and other protections are in place.

B. Use of Public Thoroughfares and University Roads

1. Contractor shall make its own investigation of the condition of available public thoroughfares and University roads, and of the clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the Project site.

2. Where materials are transported in the prosecution of the Work, do not load vehicles
3. Use only established roads on the campus; provided, however, that such temporary haul roads as may be required in the work shall be constructed and maintained by Contractor, subject to the approval of University's Representative. Refer to Section 01 3540 Environmental Mitigation for description of the approved haul route to and from the campus.

4. Provide protection against damage whenever it is necessary to cross existing sidewalks, curbs, and gutters in entering upon the University roads and public thoroughfares. Repair and make good immediately at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

5. Truck staging is not allowed on campus or on any residential street surrounding the campus.

C. See also Section 01 5500, Vehicular Access and Parking.

1.3. COORDINATION WITH OCCUPANTS

A. The University reserves the right to occupy and to place and install equipment in completed areas of the Work prior to Notice of Completion, provided such occupancy does not interfere with completion of the Work and subject to the General Conditions. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Partial occupancy of the Work may occur upon University's approval, in which case the University's Representative will prepare a Certificate of Beneficial Occupancy for each specific portion of the Work to be occupied prior to Final Completion of the entire Work.

2. Refer to Article 9.6 of the General Conditions.

B. The Contractor is to coordinate with the University Representative for access into the research spaces located within the building and walk spaces prior to the commencement of work to develop a plan as to how they will remove and replace fire alarm components within any spaces of concern.

a. It will be the Contractors responsibility to provide any items required to safely remove and replace all fire alarm components while providing any protection necessary to the surrounding equipment and research that may be in progress within the occupied spaces.

1.4. USE OF SITE

A. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Driveways and Entrances: Keep driveways and entrances serving adjacent buildings clear and available to the University, and its employees, students, faculty, visitors, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for use of these areas.

2. Contractor's use of the Project site for the work, staging, deliveries, and storage is restricted to the project limits on the Drawings, or as directed by the University's Representative.
3. All material for construction operations shall be brought in and the work conducted so as to avoid any interference with existing University facilities or their normal operations.

4. Noise from job equipment shall be kept to a minimum by use of adequate mufflers and other appropriate means.

5. Delivery of Materials: Arrange for delivery of materials and equipment to minimize length of on-site storage prior to installation.

6. The Contractor shall take appropriate steps throughout the term of the project to prevent airborne dust due to work under this contract. Water shall be applied wherever practical to settle and hold dust to a minimum, particularly during excavation and moving of materials. No chemical palliatives shall be used.

1.5. SCHEDULING OF WORK AND WORK HOURS

A. Work outside of regular work hours, **7:00 am. to 5:00 pm**, "overtime", required to accomplish work of this contract, such as utility shutdowns, shall be included in the contract sum.

B. Overtime work requests must be submitted to the University's Representative three working days before the work is to commence.

1. Work will not be allowed on Sunday and Holidays.

2. Work at other times may be permitted if it takes place within the enclosed building and the University's Representative determines that it is unlikely to affect University personnel, students, operations and the surrounding neighborhood.

3. Additional overtime operating hours may be approved at the University's Representative sole discretion and only without change to the contract sum.

4. Contractor shall pay all the inspectors (in-house inspectors and University's testing laboratory inspectors) and University's Representative's costs if the overtime request is approved by University's Representative.

1.6. SITE DECORUM

A. Contractor shall control the conduct of its employees (including subcontractor’s employees) so as to prevent unwanted interaction initiated by Contractor’s employees with University of California Riverside (UCR) students, UCR staff, UCR Faculty or other individuals (except those associated with the Project), adjacent to the Project site. Without limitation, unwanted interaction by Contractor employees would include whistling at or initiating conversations with passersby. In the event that any Contractor employee initiates such unwanted interaction, or utilized profanity, Contractor shall, either upon request of University’s Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the University. No radios, other than two-way communication type, will be allowed on the Project site. No smoking is allowed in any University Building.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes:

1. Allowance Requirements
2. Allowance Descriptions

1.2. ALLOWANCE REQUIREMENTS

A. Included in the Contract Sum are all Allowances stated in the Contract Documents. Items covered by Allowances shall be provided for such amounts and by such persons or firms as University's Representative may direct.

B. The following shall apply, unless otherwise provided in the Contract Documents:

1. Allowances shall cover the actual costs incurred by Contractor and each Subcontractor regardless of tier involved, to the extent not otherwise disallowed under Paragraph 1.2. B.4. of this Section, and shall be limited to the following:

   a. Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Allowance work.

   b. Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Allowance work.

   c. Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Allowance work.

   d. Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Allowance work.

   e. Costs of materials and consumable items which are furnished and incorporated into the Allowance work, as approved by University's Representative. Such costs shall be charged at the lowest price available to the Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to University and Contractor shall make provisions so that they may be obtained.

   f. Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Allowance work pursuant to Paragraph 1.2. B.1.e. above.

   g. Rental charges for necessary machinery and equipment, whether
owned or hired, as authorized in writing by University's Representative, exclusive of hand tools, used directly in the performance of the Allowance work. Such rental charges shall not exceed the current Equipment Rental Rates published by the California Department of Transportation for the area in which the work is performed. Such rental rates are found at http://www.dot.ca.gov/hq/construc/equipmnt.html. Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Allowance work.

h. Additional costs of royalties and permits due to the performance of the Allowance work.

i. The cost for Insurance and Bonds shall not exceed 0.75% of the items Paragraphs 1.2. B.1.a-h. above.

2. Contractor must demonstrate that the costs in Paragraph 1.2. B.1. above are both reasonable and actually incurred.

3. University and Contractor may agree upon rates to be charged for any of the items listed in Paragraph 1.2. B.1. above. Such agreed upon rates shall be subject to audit pursuant to the General Conditions, Article 15.7. Contractor shall promptly refund to University any amounts (including associated mark-ups) in excess of the actual costs of such items.

4. The cost of Allowance work shall not include any of the following:

a. Superintendent(s).
b. Assistant Superintendent(s).
c. Project Engineer(s).
d. Project Manager(s).
e. Scheduler(s).
f. Estimator(s).
g. Small tools (Replacement value does not exceed $300).
h. Office expenses including staff, materials and supplies.
i. On-site or off-site trailer and storage rental and expenses.
j. Site fencing.
k. Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment.
l. Data processing personnel and equipment.
m. Federal, state, or local business income and franchise taxes.
n. Overhead and Profit.
o. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 1.2. B.1. above.

5. The full amount of Contractor’s compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to Contractor for its own Work and the Work of all Subcontractors, for all costs and expenses not included in the Allowance work, whether or not such costs and expenses are specifically referenced in Paragraph 1.2. B.1 above, shall be included in the Contract Sum and not in the Allowances.

6. Contractor must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to University's Representative on a daily basis.

7. Unless otherwise provided herein, whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted by Change Order based on (1)
the difference between actual costs and the Allowances and (2) changes in Contractor's costs.

C. Allowances shall be completed within the Contract Time specified in the Agreement. Adjustments of the Contract Time shall be subject to the provisions of the General Conditions, Article 8.

1.3. ALLOWANCE DESCRIPTIONS

A. Allowance No. 1: Fire Watch. Include an Allowance of $7,500.00 for Fire Watch.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
SECTION 01 2500
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes:

2. Special Requirements for Other Than First-Named Product, Material or Equipment
3. Special Requirements for Substitutions
4. Material/Product Substitution Request Form

1.2. GENERAL PROVISIONS

A. This subsection includes the general provisions regarding specification of products, material and equipment by brand or trade name.

B. Products, material or equipment specified by both brand or trade name and model number are approved for use, provided that Contractor complies with all Contract requirements. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment can be used without modification, to meet the requirements of the plans and specifications; Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.

C. The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of that design. If Contractor uses any product, material or equipment other than the first-named one, Contractor shall, at its sole cost:

1. Make all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment.
2. Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of the Work, the work of Separate Contractors, or any other property or operations of the University.

D. When a product, material or equipment specified by brand or trade name is followed by the words "or equal," a substitution may be permitted if the substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and if the substitution complies with all other requirements of the plans and specifications.

E. A product, material or equipment specified by brand or trade name followed by the words "or equal, no known equal," signifies that University does not have sufficient knowledge to specify a product, material or equipment, other than the one specified by brand or trade name, that is suitable for use on the Project. The use of the words "no known equal" is not intended to discourage substitution requests in accordance with the requirements specified herein.

F. When catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with a product, material or equipment required by the specifications, substitutions will NOT be allowed and the named product, material or equipment must be used.
G. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment is available; Contractor should confirm, prior to submitting its Bid, the availability of any product, material or equipment specified by brand or trade name and model number.

1.3. SPECIAL REQUIREMENTS FOR OTHER THAN FIRST- NAMED PRODUCT, MATERIAL OR EQUIPMENT

A. This subsection includes special requirements for named products, material and equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number.

B. In addition to complying with all other submittal requirements of the Contract, submit within 7 days after the date of commencement specified in the Notice to Proceed, for review and approval by the University's Representative, Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriate licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment. If no revisions or modifications are necessary, submit within 7 days after the date of commencement specified in the Notice to Proceed, a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. Contractor shall utilize the first-named product, material or equipment if Contractor fails to make the appropriate required submittal pursuant to this paragraph within the 7-day period.

C. A product, material or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number may be used if no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the University's Representative. Contractor has the burden of demonstrating, through the procedures specified herein, that any such revisions or modifications will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility or appearance of the Project or any portion of the Project.

1.4. SPECIAL REQUIREMENTS FOR SUBSTITUTIONS

A. In addition to complying with all other submittal requirements of the Contract, submit written data demonstrating that the proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility, appearance, environmental performance criteria, and otherwise complies with all requirements of the plans and specifications, including:

1. Complete technical data including drawings, performance specifications, samples, and test reports of the article proposed for substitution.
2. Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.
3. List of Subcontractors, if any, that may be affected by the substitution.
4. Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriately licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the substitution. If no revisions or modifications are necessary, submit a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment.
B. Requests for substitutions will only be considered if Contractor completes and submits Material/Product Substitution Request Form and the above supporting data.

C. At the request of and within the timeframes specified by the University's Representative:

1. Submit samples as deemed necessary by the University's Representative to evaluate the proposed substitution.
2. Submit proposed substitution to tests deemed necessary by the University's Representative to evaluate the proposed substitution. Such tests shall be made by an independent Testing Laboratory and at the sole expense of Contractor, after review and approval of the test procedures by University's Representative. If re-testing is deemed necessary by the University's Representative to evaluate the proposed substitution, such re-testing shall be made by an independent Testing Laboratory at the sole expense of the Contractor.
3. Provide any additional information deemed necessary by the University's Representative to evaluate the proposed substitution.

D. If University's Representative, in reviewing a proposed substitution, requires revisions or corrections to be made to previously accepted shop drawings and supplemental supporting data to be resubmitted, Contractor shall do so within the time period specified by the University's Representative. A proposed substitution may be rejected if Contractor fails to submit such revisions, corrections, or supplemental supporting data within the specified time period.

E. Except for products, material or equipment designated in the Bidding Documents for evaluation of substitutions prior to award, requests for substitution, including the data required by Paragraph 1.4.A., must be submitted to the University's Representative not later than 10 days after the date of commencement specified in the Notice to Proceed. No requests for substitutions of products, material or equipment subject to the 35-day deadline shall be considered unless the request and supporting data is submitted on or before the deadline, except those deemed, in University's Representative's sole opinion, to be necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

F. If a product, material or equipment is designated in the Bidding Documents for evaluation of substitutions prior to award, then a request for substitution of the product, material or equipment, including the data required by Paragraph 1.4.A., must be submitted by the deadline specified in the Bidding Documents. Because of time constraints, only one submittal will be allowed for each such substitution request. Requests for substitutions of products, material or equipment designated for evaluation prior to award may not be made after the deadline specified in the Bidding Documents, and such requests be shall not be considered unless the request and supporting data is submitted on or before the deadline specified in the Bidding Documents. Notwithstanding the forgoing, the University may consider, after award of the Contract, requests for substitution of a product, material or equipment designated for evaluation prior to award where, in University's Representative's sole opinion, a substitution is necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

G. In reviewing the supporting data submitted for substitutions, University's Representative will use, for purposes of comparison, all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than 2 submissions of supporting data are required, the cost of reviewing the additional supporting data shall be at Contractor's expense.

H. Contractor has the burden of demonstrating, through the procedures specified herein, that its proposed substitution is equal to or superior to the first-named product, material or
equipment in quality, utility and appearance and complies with all other requirements of the plans and specifications. If revisions or modifications to the design or construction of the work are necessitated by the use of the substitution, Contractor also has the burden of demonstrating, through the procedures specified herein, that the use of the substitution will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project.

I. The University’s Representative may refuse to approve any requested substitution where, in the reasonable opinion of the University’s Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the proposed substitution is equal to, or superior to, the first-named product, material or equipment, in quality, utility and appearance and that the proposed substitution complies with all other requirements of the plans and specifications.

J. University’s Representative may reject any substitution not proposed in the manner and within the time limits prescribed herein.

K. Substitutions are not allowed unless approved in writing by the University’s Representative. Any such approval shall not relieve Contractor from the requirements of the Contract Documents.

L. The 7-day and 7-day submittal periods do not excuse Contractor from completing the Work within the Contract Time or excuse Contractor from paying liquidated damages if Final Completion is delayed.

M. If revisions or modifications to the design or construction of the Work are necessitated by the use of a substitution, the substitution may be used only if the revisions and modifications are approved in writing by the University's Representative. The University’s Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University’s Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility and appearance of the Project or any portion of the Project.

N. If a substitution request is finally rejected by the University’s Representative, Contractor shall furnish and install:

1. The first-named product, material or equipment; or
2. A product, material, or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number, provided Contractor complies with the submittal requirements (including deadlines) of this specification section 01 2500.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

(MATERIAL/PRODUCT SUBSTITUTION REQUEST FORM ON FOLLOWING PAGE)
MATERIAL/PRODUCT SUBSTITUTION REQUEST FORM

Date: __________________________ Material/Product Substitution Request No. __________

TO: University’s Representative FROM: __________________________

A. We hereby submit for your consideration the following product instead of the specified item:

1. Section: __________________________ Sub-Article: __________________________

2. Specified Item: __________________________

3. Proposed Substitution: (Mfg., Type, Model, etc. Attach a separate sheet if necessary.)

B. Complete all of the following:

1. Does this Substitution offer The Regents a cost credit (including costs for changes by other trades)? ☐ Yes ☐ No
   If “Yes,” state how much and attach an itemized breakdown of all costs: $ ______________

2. Does this Substitution offer earlier delivery or less construction time? ☐ Yes ☐ No
   If “Yes,” state the effect on the Contract Time: (Attach a separate sheet if necessary.)

3. Does this substitution affect any dimensions, layout, or details of other trades as shown on the drawings? ☐ Yes ☐ No
   If “Yes,” explain in the space below: (Attach a separate sheet if necessary.)

4. Describe the specific differences between this Substitution and the specified item in the space below: (Attach a separate sheet if necessary.)

C. Attach the following items as applicable: (Check if attached.)

1. Manufacturer’s technical data. ☐
2. Laboratory test or performance results. ☐
3. Drawings and wiring diagrams of the proposed product. ☐
4. Drawings and description of changes required by other trades. ☐
5. Samples. ☐
6. Manufacturer’s guarantee and maintenance instructions. ☐
7. Documentation of code compliance for all specific uses. ☐

D. The undersigned agrees to pay for all additional review, design, testing, changes in the contract documents, and construction as a result of the acceptance of this substitution, at no cost to The Regents.

E. Submitted by Contractor: __________________________
   (Signed) __________________________
   (Printed Name & Title) __________________________

UNIVERSITY’S REPRESENTATIVE’S USE ONLY:

☐Accepted ☐Revise and Resubmit ☐Rejected ☐See attachment dated ______________
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INTENTIONALLY
SECTION 01 2613
REQUESTS FOR INFORMATION & INSTRUCTIONS (RFI) PROCEDURES

PART 1 – GENERAL

1.1. SUMMARY

A. This Section contains the procedures to be followed by Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any question concerning interpretation.

1.2. PROCEDURES

A. Notification by Contractor:

1. Submit all requests for clarification or additional information in writing to Design Professional and University's Representative concurrently using the Request for Information (RFI) form attached to this Section.

   a. All RFI's, and any attachments thereto, must be submitted in PDF format with Optical Character Recognition (OCR) Text.

   b. For any RFI for which Contractor has indicated a Cost Impact or Work/Time Impact, Contractor must also send a copy of the RFI to University's Responsible Administrator.

2. Limit each RFI to one subject and number RFI's sequentially. For each resubmission, follow the RFI number with suffix “R” sequentially numbered as necessary. For example, the first RFI would be “1.” The second RFI would be “2.” The first resubmittal of RFI “2” would be “2R1.”

3. Submit a RFI if one of the following conditions occurs:

   a. Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.

   b. Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.

   c. Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

4. Contractor shall not submit a RFI:

   a. As a request for substitution.

   b. As a submittal.

   c. Under the pretense of a Contract Documents discrepancy or omission without thorough review of the Contract Documents.

   d. In a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.

   e. In an untimely manner without proper coordination and scheduling of Work of related trades.
f. As a request for approval of Contractor's means and methods.

5. If Contractor submits a RFI contrary to 1.2. A.4. above, Contractor shall pay the cost of any review, which cost shall be deducted from the Contract Sum.

6. Contractor shall submit a RFI immediately upon discovery. Contractor shall submit RFI's within a reasonable time frame so as not to delay the Contract Schedule while allowing the full response time described below.

B. Response Time:

1. Design Professional shall send its RFI response to University's Representative within a reasonable time so that University's Representative can send a final RFI response to Contractor within the time frames in 1.2. B.2. below.

2. University's Representative, or his/her designee, whose decision will be final and conclusive, shall resolve such questions and issue instructions or issue approval of instructions or information from Design Professional, to Contractor within a reasonable time frame. In most cases, RFI's will receive a response within **7 days for architectural issues and within 14 days for issues that require review and response from Design Professional's consultants.** In some cases, the response time may be lengthened for complex issues or shortened for emergencies as approved by University's Representative in writing. If in the opinion of University’s Representative more than **14 days** is required to prepare a response to a RFI, Contractor will be notified in writing.

3. Should Contractor proceed with the Work affected before receipt of a response from University’s Representative within the response time described above, any portion of the Work which is not done in accordance with University’s Representative’s interpretations, clarifications, instructions, or decisions is subject to removal or replacement and Contractor shall be responsible for all resultant losses.

4. Failure to Agree: In the event of failure to agree as to the scope of the Contract requirements, Contractor shall follow procedures set forth in Article 4 of the General Conditions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. Administrative Requirements
2. Facilities Services Coordination and Service Continuity

1.2. ADMINISTRATIVE REQUIREMENTS

A. Coordinate construction operations including, but not limited to, the following:

1. Coordinate the Work and do not delegate responsibility for coordination to any Subcontractor.
2. Anticipate the interrelationship of all Subcontractors and their relationship with the Work.
3. Resolve differences or disputes between Subcontractors and their relationship with the Work.
4. Coordinate the Work of Subcontractors so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
5. Do not obstruct spaces and installations that are required to be clear by Applicable Code Requirements.
6. Do not cover any piping, wiring, ducts, or other installations until they have been inspected and approved and required certificates of inspection issued.
7. Remove and replace all Work, which does not comply with the Contract Documents. Repair or replace any other Work or property damaged by these operations with no adjustment of Contract Sum.

B. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation. Coordinate all portions of the Work requiring careful coordination in order to fit in space available. Before commencing such portions of the Work, prepare supplementary Drawings for review by University's Representative and Design Professional. Non-conformance of this task will result in the delay of applications for payment and the contractor responsibility for any remedial works requested by University Representative.

1. Schedule construction operations in the 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. GC to coordinate installation of all fire alarm components to minimize duration of time existing fire alarm is disabled. GC to submit Fire Alarm shutdown schedule to University Representative for approval prior to proceeding with work.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation, including, but not limited to, coordination of furnishing and placing embedded items, sleeves, and block-outs with formwork and reinforcing steel for cast-in-place concrete.
4. Resolve conflicts and coordinate access to, and utilization of, spaces available for construction activities on the site and within structures, and delivery, storage, and installation of materials and equipment.
5. Implement a quality assurance program designed to ensure completion of the Work in accordance with requirements of the Contract Documents.

C. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the University and separate contractors where coordination of their work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.
6. Obtaining required permits and approvals from authorities having jurisdiction.
7. Utility company approvals and installations.

E. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

F. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

1.3. FACILITIES SERVICES COORDINATION AND SERVICE CONTINUITY

A. Maintain continuous services to all existing facilities during the period of construction except for the following conditions:

1. Perform Work that involves "shut-down" of existing facilities at such times as will cause the least inconvenience to the University activities, performing at night, on Saturdays, Sundays, holidays and at the discretion of University’s Representative. Furnish University’s Representative written notice of exact date and time of "shut-down" at least seven (7) working days in advance, unless a longer period is specified or shown on the Drawings. On jobs with short performance time, Contractor shall verify with University’s Representative the number of days required in advance for shut-down.

2. The University’s preference would be for the contractor to try to coordinate the high voltage utility shut down simultaneously with the Student Recreation Center's shut down to avoid unnecessary inconvenience to the campus. However, this preference is not a mandatory requirement if it doesn’t fit in with the contractor’s schedule.
3. The Contractor's bid shall include the cost of overtime necessary for the Work. No extra payment will be allowed for overtime to meet this requirement or the Contract Schedule.

B. Service Continuity:

1. Within the areas of the Work, investigate and uncover all drainage lines, sewers, electrical ducts, and other piping in use or forming continuations or utility systems required for other buildings or improvements upon the campus, and maintain such services in operation during performance of the Work of the Contract.

C. Notify University's Representative at least 7 days in advance of all utility shutdowns including date, time and expected duration.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes administrative and procedural requirements for the following project meetings:
   1. Preconstruction Meeting
   2. Pre-Installation Meetings
   3. Progress Meetings
   4. Billing Meetings
   5. 11-Month Warranty Meeting

1.2. PRECONSTRUCTION MEETING

A. The University’s Representative will schedule a preconstruction conference before starting construction, at a time convenient to the University and the University’s Representative, but no later than 10 days after execution of the Agreement. The conference will be held at the Project Site or another convenient location. The meeting will review responsibilities and personnel assignments.

   1. Distribute written notice of agenda, meeting time, and location a minimum of five calendar days in advance.

B. Attendees: The University’s Representative and authorized representatives of the Architect, and its consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; Contractor’s designated safety manager; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Items of significance that could affect progress, including the following:

   1. Tentative construction schedule.
   2. Critical work sequencing.
   3. Designation of responsible personnel.
   4. Procedures for processing field decisions and Change Orders.
   5. Procedures for processing Applications for Payment.
   7. Submittal of Shop Drawings, Product Data, and Samples.
   8. Preparation of record documents.
   9. Use of the premises.
   11. Office, work, and storage areas.
   12. Equipment deliveries and priorities.
   13. Safety procedures, including emergency notification procedures.
   14. First Aid.
   17. Working hours.
   18. Sustainability requirements, including Contractor staffing.

1.3. PRE-INSTALLATION MEETINGS

A. The Contractor shall conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction, and as required by other sections of the specifications.
1. The Contractor shall distribute written notice of agenda, meeting time, and location a minimum of five calendar days in advance.

B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the University’s Representative of scheduled meeting dates.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
   a. Contract Documents
   b. Options
   c. Related Change Orders
   d. Purchases
   e. Deliveries
   f. Shop Drawings, Product Data, and quality-control samples
   g. Possible conflicts
   h. Compatibility problems
   i. Time schedules
   j. Weather limitations.
   k. Manufacturer’s recommendations
   l. Warranty requirements
   m. Compatibility of materials
   n. Acceptability of substrates
   o. Temporary facilities
   p. Space and access limitations
   q. Governing regulations
   r. Safety
   s. Inspecting and testing requirements
   t. Required performance results
   u. Recording requirements
   v. Protection.

2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the University and the University’s Representative.

3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.4. PROGRESS MEETINGS

A. The Contractor shall conduct progress meetings at the Project Site at regular intervals. Notify the University’s Representative and the Design Professional of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request. Document meetings with meeting minutes to be distributed to the University’s Representative, the Design Professional and all other attendees.

B. Attendees: In addition to representatives of the University and the Architect, each subcontractor, supplier, or 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 conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.

1. Contractor’s Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor’s Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.

2. Review the present and future needs of each entity present, including the following:
   a. Interface requirements
   b. Time
   c. Sequences
   d. Status of submittals
   e. Status of RFI’s
   f. Deliveries
   g. Off-site fabrication problems
   h. Access
   i. Site utilization
   j. Temporary facilities and services
   k. Hours of work
   l. Contractor’s Safety Program (including any special hazards and risks)
   m. Housekeeping
   n. Quality and work standards
   o. Contractor’s two week “look ahead” schedule and issues
   p. Change Orders
   q. Documentation of information for payment requests
   r. Sustainability review, including tracking and status.

D. Schedule Updating: Revise the Contractor’s Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.5. BILLING MEETINGS

A. Attend a meeting monthly 5 days prior to submittal of the Application for Payment, at a location acceptable to University’s Representative.

B. Attendees:

   1. University’s Representative.
   2. Design Professional and Consultants, as appropriate.
   3. Contractor’s Project Manager.
   4. Superintendent.
   5. Others as directed by University’s Representative.

C. Agenda:

   1. Determination of current schedule progress.
   2. Review of work completed based on the cost loaded schedule to be billed in the Application for Payment.

D. Schedule Updating: Revise the Contract Schedule prior to the meeting based on information determined at prior progress meetings. Review schedule revisions and prepare a final revised schedule for submission 10 days prior to the application for payment.
1.6. 11-MONTH WARRANTY MEETING

A. Attend a meeting eleven months following the date of Notice of Completion.

B. Attendees:
   1. University’s Representative
   2. Design Professional and Consultants, as appropriate
   3. Contractor’s Project Manager
   4. Subcontractors, as appropriate
   5. Others as directed by Responsible Administrator.

C. Agenda: Review of guarantees, bonds, service and maintenance contracts for materials and equipment.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes the requirements for Contractor provided electronic document control system(s):
   1. General Requirements
   2. Submittals
   3. Software
   4. System Maintenance

1.2. GENERAL REQUIREMENTS

A. Contractor shall provide a web accessible system for electronic document control designed for use during pre-construction and construction to manage documents including RFIs and submittals.

B. Contractor shall provide an electronic document control system(s) that is accessible via a web browser (including IE version 7.7) from any geographical location.

C. Contractor shall provide access to University’s Representative, University’s Inspector of Record, Design Professional, and at least 7 other individuals identified by University’s Representative.

D. The electronic document control system must use the University numbering system specified in the applicable Specification Section.

E. Hours of Operation: The electronic document control system shall be available 24 hours a day, 7 days a week except for short periods of planned system maintenance.

1.3. SUBMITTALS

A. Contractor shall submit a narrative description and outline of the proposed electronic document control system for review and approval by University’s Representative.

B. Contractor shall submit an example of the electronic log for both RFIs and Submittals for review and approval by University’s Representative.

C. Contractor shall establish a commercially available web based RFI and submittal processing system capable of posting RFI’s and submittals with the following capabilities:
   1. Password secured access with varying levels of “write” or action capability, with multiple user defined stamps for action taken.
   2. Accessible from any computer with Internet access, whether in the office or the field.
   3. Notification of submittal status based on user profile.
   4. Automatic Transmittal generation when submittal is released.
   5. Extensive and user friendly mark-up tools and capability.
   6. Ability to hide mark-up comments based on user profile.
   7. Status of submittal and responsible party.
   8. Download in PDF format based on user profile.
   9. Tracking of resubmittal process, including University designated numbering system.

PART 2 – PRODUCTS
2.1. SOFTWARE

A. Primavera, Prolog or equal is acceptable as the electronic document control system used for RFIs and submittals.

2.2. SYSTEM MAINTENANCE

A. University shall be notified at least 48 hours in advance of planned system maintenance of the electronic document control system(s). Planned system maintenance should be scheduled not to interfere with construction activities whenever possible. The system uptime shall be at least 95% based on a rolling monthly average.

B. Contractor is responsible for installation, maintenance, and backup activities of the electronic document control system(s).

PART 3 – EXECUTION (Not Applicable)

1.1. UPDATES

A. Every two (2) weeks, Contractor shall export or otherwise generate electronic logs of all RFIs and submittals that can be imported into the University’s enterprise system. The format of the electronic logs shall be a spreadsheet in MS-Excel format of all the structured data from each RFI or submittals. The exported or otherwise generated log for RFIs shall be separate from the log for submittals. Samples shall be included in the log of submittals.

B. Contractor shall also allow, at any time, the University’s Representative or designee, to download electronic copies of such RFI and submittal documents in a format that is searchable such as printed PDFs. Scanned PDFs are not acceptable except in the case of drawings.

C. At least 7 days before the date scheduled for Final Inspection, Contractor shall provide University’s Representative a complete electronic copy of all electronic files from the electronic document control system for the project.

1. The electronic files shall be executable on CD or DVD.

2. Each disc shall be fully labeled with the project name, contract number, date, and the sequence number of the disc in the set. Files may be submitted compressed, but the decompression utility used (executable preferred) should be fully described with directions included on the transmittal as well as in digital form.

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Certificates
2. Shop Drawings, Product Data, and Samples
3. LEED Documentation
4. Refrigerant Management Documentation
5. Contractor Certification Form
6. Subcontractor Certification Form
7. Submittal Schedule

B. Definitions:

1. Mockups are full-size assemblies for review of construction, coordination, testing, or operation, appearance, and finish by which the Work will be judged; they are not Samples.

2. The terms “Shop Drawings” and Product Data” are defined in Article 3.12 of the General Conditions.

3. As used herein, the term “manufactured” applies to standard units usually mass-produced. The term “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

4. The terms "Shop Drawings" and "Product Data" are defined in Article 3.12 of the General Conditions.

C. Manufacturers’ Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed in accordance with a specified product manufacturer’s instruction, Contractor shall procure and distribute the necessary copies of such instructions to University’s Representative and all other concerned parties, and Contractor shall furnish, install, or perform the Work in strict accordance therewith.

D. The University's Representative or its Design Professional reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be at no increase in Contract Sum.

E. Materials and equipment, for which Underwriters' Laboratories, Inc. standards have been established and their label service is available, shall bear the appropriate UL label.
1.2. CERTIFICATES

A. Certifications of Review and Coordination: Within 10 days of Notice to Proceed, submit completed Contractor Certification of Review and Coordination and all Subcontractor Certifications of Review and Coordination.

B. Certifications of Review and Coordination: As required by the General Conditions, perform a thorough review of the Contract Documents prior to commencing the Work. If there are no exceptions, write "NO EXCEPTIONS" in the space provided.

1. Complete a copy of the Contractor Certification of Review and Coordination Form following this Section.
2. Require all subcontractors to perform a thorough review of the Contract Documents and complete a copy of the Subcontractor Certification of Review and Coordination Form following this Section.
3. Review all completed Forms and resolve conflicting comments, if any, among the various parties so as to present a clear, concise view of items noted.
4. Submitting the required certifications does not relieve the Contractor from responsibility to continue to immediately report new discrepancies, errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents during the course of construction.
5. Applications for Payment will not be processed by the University's Representative until all certificates have been received.

1.3. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

A. Shop drawings, product data, and samples, other than in connection with proposed substitutions, shall be submitted to University’s Representative only when specifically required; and University’s Representative will not review any other such submittals. Product data and samples for proposed substitutions shall be submitted to University’s Representative in accordance with Section 01 2500. Contractor shall be responsible for obtaining such copies of shop drawings, product data, and samples as it may require for its own use. Submittals Not Required: No shop drawings of supplemental data are required unless specifically requested by the University or specified herein. No shop drawings shall be submitted unless specifically requested.

1. Submittal Schedule:

a. Refer to Specific Specification Sections for the list of submittals required under each section and indicate the required submittals on the attached Submittal Schedule for review by University’s Design Professional. A schedule of submission of shop drawings, product data, and samples by Contractor (“Submittal Schedule”), and their processing and return by the University’s Design Professional shall be agreed upon by both parties in order that the items covered by these submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner. Submit Submittal Schedule no later than 30 days after Award of Contract.

b. Contractor shall prepare the Submittal Schedule in the form as attached or similar form acceptable to the University’s Representative, and coordinate it with the Contract Schedule. No submittals will be processed before the Submittal Schedule has been submitted to and accepted by University’s Representative, except in such cases where the processing of submittals is required to maintain job progress before the acceptance of the Submittal Schedule.

c. In preparing the Submittal Schedule, Contractor must first determine from the Contract Schedule the date a particular item is needed for the Work. Working backwards, Contractor will establish the number of days required for fabrication, shipment, placement, and similar activities to determine the date required for the first submittal.
d. Allow 5 day duration for the University’s Design Professional’s initial review of submittals depending on the submittal/shop drawing and specification section. Allow 5 days for Design Professional to re-review revised or unapproved submittal/shop drawings.

e. Contractor to indicate whether the submittal is a “Full” or “Partial” submittal on the schedule and on the submittal.

2. Material List: Provide complete material list of products proposed for use. Submit Material Safety Data Sheets (MSDS) for Owner’s use. Neither the University Representative nor its Design Professional will review MSDS.

3. Contractor’s Review:

a. Contractor Review: The shop drawings and supplemental data, when called for, shall be submitted as the instruments of the Contractor, even though they may have been prepared by a subcontractor, supplier, dealer, manufacturer, or by any other person, firm or organization. Prior to submission, the Contractor shall undertake his/her own review and stamp with his/her acceptance those shop drawings and supplemental data he/she is requested to submit to the University’s Architect/Design Professional for his/her review. By accepting and submitting shop drawings and supplemental data, the Contractor represents that the Contractor has determined and verified all field measurements, the physical construction, the quality of materials, the applicability of catalog numbers, and similar data, or will do so, and that the Contractor has checked and coordinated each shop drawing with the requirements of the work and of the Contract Documents. Conflicts with other trades shall be resolved by the Contractor in the shop drawings, if possible, but in any event prior to the actual construction. Drawings submitted in response to a request of the University’s Architect shall show rearrangements, if any, made necessary by the use of materials or equipment other than those specified. Review, mark-up as appropriate, and stamp show drawings, product data, and samples prior to submission. Submittals shall clearly show that they have been reviewed and approved by Contractor for conformance with the requirements of the Contract Documents and for coordination with other Sections.

b. Submittals not stamped and signed by Contractor will be returned without review.

c. Determine and verify:
   (1) Field measurements.
   (2) Field construction criteria.
   (3) Catalog numbers and similar data.
   (4) Conformance with Contract Documents.

d. Coordinate each submittal with requirements of the Work and of the Contract Documents.

e. Notify University’s Representative and it’s Design Professional in writing, at time of submission, of any changes in the submittals from requirements of the Contract Documents. Contractor is responsible to correct the deficiencies from the requirements of the contract documents when any changes are not made in writing to the University Representative or its Design Professional at the time of submission. The approval of submittals will be deemed null and void.

f. Begin no fabrication or Work which requires submittals until the return of the University’s Design Professional’s final reviewed submittals.
4. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities as specified in Section 01 3300. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
   a. Show the relationship of components shown on separate Shop Drawings.
   b. Indicate required installation sequences.
   c. Comply with requirements contained in this Section.

5. BIM Procedures:
   a. Contractor shall establish procedures for coordinating work using BIM methods and protocols.
   b. Format and Development: Prepare coordination drawings according to the following requirements:
      (1) Prepare BIM files for the project based on original hard copy documents as received from the University.
      (2) Prepare all files using BIM software program, version, and operating system as approved by University.
      (3) Prepare BIM Execution Plan establishing BIM protocols for project, including standards, responsibilities of Contractor and sub-contractors, schedules, clash detection, and quality control.
      (4) Designate a specific staff person as Contractor’s BIM Coordinator.
      (5) Submit or post coordination drawing files using format same as file preparation format or Portable Data File (PDF) format.
   c. Clash Detection:
      (1) Using BIM procedures perform clash detection as part of preparation of coordination drawings.
      (2) Include clash detection protocol in the BIM execution plan.
      (3) BIM Coordinator will review and assemble the various design and trade models, create clash reports and conduct coordination meetings with University’s Representative as defined by the BIM execution plan.
      (4) Run Parameters: Clash detection, at minimum, shall be set to report any hard clashes within a 1/4 inch tolerance. Clearance tolerances shall be used to account for additional material applied to modeled elements, such as fire proofing or required clearances.
      (5) At a minimum, review Clash Detection documents on a weekly basis. Identify conflicts requiring document modifications and review with University’s Representative.
      (6) Update model elements based on field verification of dimensions and orientation.
   d. Following resolution of conflicts and clash detection, prepare coordination drawings for review as follows:
      (1) Comply with shop drawing requirements for sheet size and submittal methods specified in Section 01 3300 “Submittals”.
      (2) Refer to Specifications in Divisions 2-33 technical specification sections for specific Coordination Drawing requirements.
      (3) Provide composite coordination drawings for equipment and system installations in mechanical and electrical rooms and spaces where two or more entities will provide the work.
      (4) Provide composite coordination drawings showing planned locations of core cuts, sleeves, and other penetrations intended for placement in
concrete decks, slabs, and structural components. Indicate intended use such as openings for conduit, piping, ducts, and utility services.

(5) Provide composite coordination drawings showing planned locations of fire and sound rated wall penetrations, including dampers. Indicate intended use such as openings for conduit, piping, ducts, and utility services.

(6) Prepare above-ceiling coordination drawings showing all above-ceiling work including structural members and required clearances and dimensions.

e. At the end of the project as part of the close out submittals the Contractor shall provide an “as-built” BIM model to be given to the University in addition to the hard copy as built drawings.

6. Submission Requirements:

a. Make submittals promptly in accordance with the Specifications and in such sequence as to cause no delay in the Work.

(1) Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

(a) Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

(b) Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.

(c) The University’s Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

(2) Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

(a) Allow sufficient time from receipt by University’s Representative, for initial review and comment. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The University’s Representative will promptly advise the Contractor when a submittal being processing must be delayed for coordination.

(b) If an intermediate submittal is necessary, process the same as the initial submittal.

(c) Allow additional time for reprocessing each submittal.

(d) No extension of Contract Time will be authorized because of failure to transmit submittals to the University’s Representative sufficiently in advance of the Work to permit processing.

b. Number of Submittals Required: Refer to Specification Section 01 3500 “Document Control” for distribution of Shop Drawings and Product Data submittals. After each submittal has been reviewed by the Design Professional and returned to the Contractor. The Contractor shall make (two) 2 hard copies of all approved submittals and shall submit the hard copies to the University’s Representative for project record filing.

(1) Samples: Contractor to submit a minimum of (five) 5 physical samples each of products and or samples for Design Professional’s review and approval. After review and approval one sample will be retained by the architect, two (2) for
the contractor and its subcontractor and two (2) for the University’s Representative.

(2) Shop drawings and supplemental data, where called for, shall be prepared and submitted as per General Conditions. Final corrected copies of schedules and shop drawings or supplemental data to University's Design Professional for review shall be such as to provide one (1) for University's Architect's files, two (2) for the University and two (2) to the Contractor's job files and for distribution by the Contractor to subcontractors or vendors. Exceptions shall be as noted in Specifications sections.

c. Submittals shall contain:

(1) Identification data number assigned by the Contractor, consisting of the specification section number followed with the number 001 and continuing in sequence.

(a) Resubmittals: Add a letter to the previous identification, for instance 01 3400/005/R1 would be a first resubmittal.

(b) Use a separate number for each product, assembly, or system. Similar or related items may be grouped only if compatible with review process as approved.

(2) Date of submission and dates of any previous submissions.

(3) Project name and number, and contract identification.

(4) Names of Contractor, Subcontractor, Supplier and Manufacturer.

(5) Identification of item, with Specification Section number and article/paragraph references.

(6) Field dimensions, clearly identified as such.

(7) Relation to adjacent or critical features of the Work or materials.

(8) Reference standards, such as ASTM or Federal Specification numbers.

(9) Identification of changes from requirements of the Contract Documents.

(10) Identification of revisions on resubmittals.

(11) An 8-inch x 3 inch blank space for review stamps, as necessary.

(12) Contractor’s stamp, initialed or signed, certifying to the review of the submittal; verification of materials and field measurements and conditions; and compliance of the information within the submittal with requirements of the Work and of the Contract Documents.

d. Interpretation of Terms:

(1) "As directed", "as required", "as permitted", "acceptable", "satisfactory", means by or to the University's Architect. The term "equal" means "equal in the opinion of the University's Architect after submittal data is reviewed". The term "favorable review" means that the submittals for material list, shop drawings, material substitutions, schedules, etc., will be reviewed by the University's Architect and copies returned to the Contractor marked as "Review Completed", "No Exceptions Taken" or "Make Corrections Noted" in which case no further submittals are needed.

(2) Submittals returned marked "Resubmit", "Amend and Resubmit" or "Rejected - Resubmit" shall be corrected to comply with project requirements and shall be resubmitted for review.

7. Resubmission Requirements:

a. Shop Drawings and Product Data:

(1) Revise shop drawings or product data, and resubmit as specified for the initial submittal, only if required by University’s Design Professional.

(2) Identify any changes which have been made other than those requested.
Submittals

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(3) Note any departures from the Contract Documents or changes in previously reviewed submittals which were not commented upon by University's Design Professional.

b. Samples: Submit new samples as required for initial submittal.

c. University's Design Professional's Review: The University's Design Professional will review shop drawings and supplemental data submitted by the Contractor only for general design conformance with the concept of the Project and compliance with the information given in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents.

8. Distribution:

a. Reproduce and distribute copies of Submittals including Shop Drawings and Product Data, which carry the University's Design Professional's review stamp, to the following locations:
   (3) Contractor's Project site file.
   (4) Record documents file maintained by Contractor.
   (5) Separate Contractors.
   (6) Subcontractors.
   (7) Supplier or manufacturer.
   (8) Other involved parties as directed by University's Representative.

9. Design Professional's or Design Professional's designee's or University Representative's Review will be under the following conditions.

a. Review of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instruction for installation for performance or equipment or systems, all of which remain the responsibility of contractor as required by the Contract Documents.

b. The review does not affect the Contractor's responsibility to perform all Contract requirements with no change in Contract Sum or Contract Time. Any actions shown are subject to the requirements of the Drawings, Specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Contract and for coordination of the work of all trades and satisfactory performance of his work. The review is undertaken solely to satisfy Consultant's obligations, if any to the University and shall not give rise to any claim by the Contractor or other parties against the University's Representative, his/her Consultants or University.

B. Shop Drawings

1. Present information required on shop drawings in a clear and thorough manner. Identify details by reference to drawings and detail, schedule, or room numbers shown and specified.

2. Shop drawings shall be original drawings by the Contractor. Direct reproductions of the Contract Drawings will not be acceptable as shop drawings.
3. Shop Drawings Delineation: The Shop Drawings shall be drawn to scale and shall be completely dimensioned, giving the plan together with such sections as are necessary to clearly show construction detail.

4. Responsibility: These Shop Drawings and all supporting data, catalogs, etc., shall be prepared by the Contractor or his/her suppliers, but shall be submitted as the instruments of the Contractor. Therefore, the Contractor shall review and approve the drawings of his/her suppliers as well as his/her own drawings before submitting them to the University’s Representative. In particular, the Contractor shall ascertain that the drawings meet all requirements of the Drawings and Specifications and also conform to the structural and space conditions. Each Shop Drawing submitted for review shall bear a stamp certifying that it has been reviewed and approved by the Contractor in accordance with the Contract Documents. If such Shop Drawings show variations from Contract Documents, whether because of standard shop practice or other reasons, the Contractor shall make special mention thereof in his/her letter of transmittal. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the equipment he/she proposes to supply both as pertains to his/her own work and any work affected under other parts, heading or divisions of Drawings and Specifications.

5. Identification: Shop Drawings shall be entitled with the name of the project on each sheet and shall otherwise be identified by listing the particular division, section, article or reference of the work pertaining. Submit different items on separate sheets. All submittals shall be numbered sequentially.

6. Manner: Furnish for University’s Design Professional’s approval separate sheets of submittal of each specialty item in the following manner:
   a. Catalog cuts shall be photocopied or reproduced in some other acceptable manner and submitted on one (1) side only of an 8-1/2” x 11” sheet, noting only the items in question, together with the descriptive (specification) data complete. Once the Design Professional has reviewed the submittal provide two (2) hard copies of each approved, stamped shop drawing and other supporting data to the on-site University’s Representative.
   b. Each sheet shall be identified with the division, section, article or reference in the Contract Documents which covers the item submitted for approval.
   c. Each sheet shall be identified with the project name, the University’s Representative and the project’s Design Professional.
   d. Each sheet shall bear the Contractor’s stamp and signature of approval.

7. All shop drawings shall be drawn accurately suitable for duplicate copying by black line, blue line printing processes or photocopy.

8. Supplemental Data: Supplemental data shall include information as noted in the specification paragraphs requiring them, or as requested by the University.

9. Review Required: Shop drawings, if requested, must be submitted to and favorably reviewed by the University’s Architect/Design Professional before being used by the Contractor on the job.

C. Product Data

1. Clearly mark each copy to identify pertinent Products or models.

2. Show performance data consisting of capabilities, rpm, kw pressure drops, design and operating pressures, temperatures, performance curves, noise level curves, power characteristics and consumption; conforming as closely as possible to the test methods referenced in the plan and specifications.
3. Show dimensions, weights and clearances required.

4. Show wiring or piping diagrams and controls.

5. Modify the standard schematic drawings and other diagrams to delete information, which is not applicable to the Work.

6. Supplement standard information to provide information specifically applicable to the Work.

D. Samples

1. Office samples shall be of sufficient size and quality to clearly illustrate the following:
   a. Functional characteristics of the products, with integrally related parts and attachment devices.
   b. Full ranges of color, texture, and pattern.
   c. Provide a minimum of 5 samples plus any additional number for Contractor needs.

2. Samples herein referred to shall include all materials, equipment, surface textures, colors, fabrics, etc., as required by Drawings and Specifications or as requested by the University's Design Representative. They shall be submitted as required by the Specifications or requested by the University's Representative or its Design Professional.

3. Submittal: Samples, properly identified and described, shall be submitted as noted herein, or as may be required by the University's Representative. They shall be submitted and resubmitted until approved. No approval of a sample shall be taken in itself to change or modify any contract requirement. Finishes, materials, or workmanship in the completed building shall match the approved samples.

4. Manner: Contractor shall forward all samples under cover letter in five (5) copies, including a complete listing of such samples designated for use on the project, with complete identification on each sample by project name, ultimate destination of material, manufacturer, brand, lot, style, model, etc., Contract Document reference as well as the names of the Contractor, Supplier, Project, Design Professional and University's Representative. All submittals shall be numbered sequentially.

5. Return: Samples of value will be returned to the Contractor for use in the project after review, analysis, comparison and/or testing as may be required by the University's Architect.

6. Test Sample: Test samples, as the University's Representative designates, will be selected from the materials or equipment delivered by the Contractor for use in the work. If any test sample fails to meet the specification requirements, all previous approvals will be withdrawn and such materials or equipment which fail the testing shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
CONTRACTOR CERTIFICATION

COMPLETE THIS CERTIFICATE, INCLUDING SIGNATURE BY PERSON DIRECTLY RESPONSIBLE FOR WORK ON THIS PROJECT. REVIEW EACH SUBCONTRACTOR CERTIFICATION FOR COMPLETENESS AND COORDINATION WITH COMMENTS MADE ON THIS CERTIFICATE AND OTHER SUBCONTRACTOR CERTIFICATES. SUBMIT THIS CERTIFICATE AND ALL SUBCONTRACTOR CERTIFICATES TO THE UNIVERSITY’S REPRESENTATIVE WITHIN 10 DAYS OF RECEIVING NOTICE TO PROCEED.

1. As required by the General Conditions of the Contract for Construction, the undersigned certifies that a thorough review has been made of all of the Contract Documents, including, but not limited to the Agreement, General and Supplementary conditions, Drawings, specifications, and Addenda (if any) for the Work. The undersigned also acknowledges each subcontractor has been required to perform a similar thorough review and that Contractor and subcontractors have related and coordinated requirements of individual units of Work to requirements for the entire Work.

2. The undersigned acknowledges his/her obligation to identify below discrepancies, errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents. Except as noted below and on subcontractor certificates, the undersigned certifies, to the best of his/her knowledge, information, and belief that the Work can be completed in a workmanlike manner without extensive modifications or additional expense.

EXCEPTIONS:____________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

NAME, ADDRESS, TELEPHONE OF CONTRACTOR:___________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

AUTHORIZED SIGNATURE:______________________________________   DATE:_________________________

NAME (PRINTED CLEARLY OR TYPED):_______________________________________________
TITLE:___________________________________________________________________________

END OF CONTRACTOR CERTIFICATION
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INTENTIONALLY
SUBCONTRACTOR CERTIFICATION

COMPLETE THIS CERTIFICATE, INCLUDING SIGNATURE BY PERSON DIRECTLY RESPONSIBLE FOR WORK ON THIS PROJECT, AND SUBMIT TO THE GENERAL CONTRACTOR WITHIN 5 DAYS OF RECEIVING NOTICE TO PROCEED FROM GENERAL CONTRACTOR.

1. As required by the General Conditions of the Contract FOR construction, the undersigned certifies that a thorough review has been made of all of the Contract Documents, including, but not limited to the Agreement, General and Supplementary Conditions, Drawings, Specifications, and Addenda (if any) for the Work. The undersigned also certifies that Contractor and subcontractor have related and coordinated requirements for the entire Work.

2. The undersigned acknowledges his/her obligation to identify below discrepancies, errors, omissions, conflicts, code violations, and improper use of materials discovered in the Contract Documents. Except as noted below, the undersigned certifies, to the best of his/her knowledge, information, and belief that no such discrepancies, errors, omissions, conflicts, code violations, or improper use of materials occur in the Contract Documents.

3. Except as noted below, the undersigned has no objection to, or reservation about, the materials to be furnished or the conditions under which they will be installed, and is satisfied that contractual responsibilities for units of Work for which undersigned is responsible can be completed in a workmanlike manner without extensive modifications or additional expense.

EXCEPTIONS:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

UNITS OF WORK FOR WHICH UNDERSIGNED IS RESPONSIBLE:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

NAME, ADDRESS, TELEPHONE OF SUBCONTRACTOR:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

AUTHORIZED SIGNATURE: ______________________________ DATE __________________

NAME (PRINTED CLEARLY OR TYPED) _____________________________________________

TITLE: ______________________________________________________________________

END OF SUBCONTRACTOR CERTIFICATION
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INTENTIONALLY
SECTION 01 33 29.08 BUY CLEAN CALIFORNIA REPORTING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Section includes general requirements and procedures for compliance with Buy Clean California Act per California Public Contract Code, Sections 3500-3505.

B. Contractor is requested to submit current facility-specific environmental product declaration for each eligible material proposed to be used on the Project.

1.2 DEFINITIONS

A. Environmental Product Declaration (EPD): Type III environmental impact label, as defined by the International Organization for Standardization (ISO) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity.

B. Eligible Materials: Any of the following:
   1. Carbon steel rebar.
   2. Flat glass.
   4. Structural steel.

1.3 SUBMITTALS

A. General: Buy Clean California submittals are requested to be submitted along with other required submittal items for eligible materials as described in the Specifications.

B. Facility-specific Environmental Product Declaration: For each eligible material proposed to be used on the Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 33 29.08
SECTION 01 3546
INDOOR AIR QUALITY (IAQ) PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. This Section includes, without limitation, the following:

1. IAQ Submittals
2. Quality Assurance
3. IAQ Management During Construction
4. Sequence of Finish Installation

B. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Indoor Air Quality Procedures include:

1. IAQ Management Plan During Construction:
   a. Prepare plan to comply with the requirements for LEED EQ 3.1 as specified in Section 01 8113, “Sustainable Design Requirements” and in this Section.
   b. Procedures to prevent indoor air quality problems resulting from the construction/renovation process in order to help sustain the comfort and well-being of construction workers and building occupants.

2. Sequence of Finish Installation: Scheduling/sequencing requirements and procedures necessary to optimize Indoor Air Quality (IAQ) levels for the completed Project.

B. Related Work Specified in Other Sections:

1. Section 01 8113, "Sustainable Design Requirements (for LEED Certification)" for additional requirements.
2. Section 01 5000, "Construction Facilities and Temporary Controls" for environmental-protection measures during construction and location of waste containers at Project site.
3. Section 01 7419, "Construction Waste Management" for handling requirements of construction waste.
4. Application Sections for indoor air sampling prior to occupancy. (Sections to be identified)

1.3 IAQ SUBMITTALS

A. IAQ Construction Management Plan. Submit 5 copies of plan within 30 days of date established for commencement of the Work.

1. Include a schedule of all IAQ-related construction activities in the IAQ Construction Management Plan submittal.
2. Update plan as required during the construction process to reflect Project conditions.

B. Meeting Minutes: Submit minutes from Contractor meetings related to the execution and verification of the IAQ Construction Management Plan.

C. Project Photographs: Submit to document IAQ measures implemented.

D. Product Data: Submit cut sheets of filtration media proposed for use.
1.4 QUALITY ASSURANCE


B. IAQ Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
   1. Review methods and procedures related to IAQ management during construction.
   2. Review IAQ management requirements for each trade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 IAQ MANAGEMENT DURING CONSTRUCTION

A. General: Contractor’s IAQ Construction Management Plan shall include procedures to prevent indoor air quality problems resulting from the construction/renovation process in order to help sustain the comfort and well-being of construction workers and building occupants.
   1. Prepare and submit an Indoor Air Quality (IAQ) Management Plan to comply with the requirements for LEED EQ 3.1, as specified in Section 01 81 13, “Sustainable Design Requirements” and in this Section.
   2. Contractor’s detailed plan shall be based on the particular characteristics of the Project, and include the items listed in this Section as a minimum.
   4. Subcontractors and their employees shall be provided instruction and training in the IAQ Management Plan.

B. Plan Implementation:
   1. Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
   2. Comply with Section 01 5000 for operation, termination, and removal requirements.
C. Monitoring of IAQ Plan:

1. Hold weekly Contractor Site Co-ordination Meetings with the superintendents of all trade contractors. Review the appropriate components of the IAQ Construction Management Plan as a regular action topic at these meetings, and update the Plan as required. Document the implementation of the Plan in the meeting minutes. As a recording format, use SMACNA IAQ Guidelines Appendix C (Planning Checklist) and Appendix D (Inspection Checklist) as a guide.

D. HVAC Protection:

1. Store HVAC equipment in a clean, dry location. Until HVAC equipment (ducting, registers, air handler VAV boxes components, fans, and motors) has been installed, it shall be kept covered and secured with plastic film or in a location where it will not be exposed to moisture, dust, or other contaminants.

2. Seal off all louvers and air intake/discharge points to prevent construction dust and debris from entering.

3. Seal off all ductwork openings and air outlets with plastic sheeting to protect the duct system from dust and debris. Do not re-open until the end of activities that produce dust or pollution, such as drywall sanding, concrete cutting, masonry work, wood sawing, and so forth.

4. Seal all HVAC inlets and outlets. Use of the HVAC system shall be avoided during construction until drywall construction is complete. Temporary ventilation may be installed to remove contaminants. All air inlets and outlets shall be sealed securely with tape during construction. These include, but not limited to, outside air inlets, grilles, diffusers, supply ducts, return ducts, ceiling plenums, VAV (variable-air volume) plenum intakes, exhaust ducts, and window ventilator or air conditioning units. Openings shall be sealed with plastic film and tape that can be removed cleanly.

5. Seal HVAC components during installation. For ducting runs that require several days to install, sections shall be sealed off as they are completed. Seals shall be removed prior to continuing the ducting run. Other components of the HVAC system shall be subjected to the same requirements to protect them from contamination.

6. Use temporary filtration media. If the HVAC system is to be used while construction work is being done, temporary filtration media shall be installed on all intakes. Such filtration media shall have a minimum filtration efficiency (Minimum Efficiency Reporting Value-MERV per ASHRAE 52.2) of 8 or higher. For air intakes into parts of a building that are very sensitive to dust contamination, such as computer rooms, filtration media with a MERV rating of 13 or higher is required. New filtration with a MERV rating of 13 or higher shall be installed after construction.

7. If, for some unforeseen reason, there should arise a circumstance wherein the return air system is required to be used during the construction phase, install temporary MERV 8 filters or higher (as determined by ASHRAE Standard 52.2-1999) at each return air opening and provide frequent inspection and maintenance. If inspections by University Representatives reveal that the ductwork has become contaminated due to inadequate protection, the ductwork shall be cleaned professionally prior to the first phase of occupancy, using procedures established in ACR 2005 published by the National Air Duct Cleaners Association.

8. Under no circumstances shall air be returned from a construction area and then re-circulated through the permanent supply ductwork, unless and until the level of construction in the relevant area involves final finishes and trim and the construction has reached a point of complete building dry-in with no sanding and is free from dust, debris, and contaminants.

9. Do not use fan rooms to store construction or waste materials, and keep them clean and neat.

10. Inspect filters regularly. When the HVAC system is being used during construction and temporary filters are installed, filters shall be inspected weekly and replaced as needed.

11. Avoid contaminated air entry into enclosed parts of the building. When outdoor construction activities generate dust, combustion emissions, or other contaminants, operable windows and outside air supplies to enclosed portions of the building shall be closed.
E. Source Control:

1. Limit construction traffic and motor idling in the vicinity of air intake louvers when the HVAC systems are activated. Restrict motor vehicles to the loading dock area, well-removed from air intakes, preventing emissions from being drawn into the building.

2. Use electric or natural gas alternatives for gasoline and diesel equipment where possible and practical.

3. Cycle equipment off when not being used or needed.

4. Avoid the use of materials and products with high VOC and/or particulate levels. Use products and installation methods with low VOCs such as paints, sealers, sealants, filler materials, insulation, adhesives, caulking and cleaners. Comply with the requirements in other specification sections.

5. Keep containers of wet products closed as much as possible. Cover and seal waste materials which can release odor or dust.

6. Protect all materials, especially absorbent materials such as insulated ductwork, against moisture during delivery to and storage at the job site. Store materials inside the structure in a dry and clean environment pending installation. Building materials shall be kept dry to avoid the introduction of moisture into the building interior.

7. Avoid the use of moisture-damaged materials. Any porous materials that have been wetted shall be dried thoroughly before installation. Any porous materials that have been damaged, remained wet longer than 48 hours, or show signs of visible mold shall be discarded.

8. Ensure that the construction process will not result in moisture intrusion. In the event of rain or groundwater gaining entry to the building interior during construction, notify the University.

9. Avoid tracking pollutants into work areas.
   a. Once the framing and mechanical system installation starts, access to the building interior shall be controlled to minimize the tracking in of contaminants.
   b. Material deliveries and construction waste removal shall be routed via the most direct route to the building exterior of the building rather than through the space.
   c. Provide rough track-off grates or matting at the entryway to remove moisture and contaminants from workers shoes.
   d. Prevent the ingress of rodents and pests.
   e. Use procedures to ensure that there is no smoking inside the building.

F. Pathway Interruption:

1. Use dust curtains or temporary enclosures to prevent dust from migrating to other areas when applicable. During construction, isolate areas of work to prevent contamination of clean or occupied areas.

2. Keep pollutant sources as far away as possible from ductwork and areas occupied by workers when feasible.

3. Isolate work areas and/or create pressure differentials to prevent the migration of contaminants.

4. Use portable fan systems to exhaust contaminated air directly to the outside of the building, and discharge the air in a means to prevent it from re-entering.

G. Housekeeping:

1. Minimize accumulation of dust and other contaminants. Construction practices shall be used that minimize the production of dust and other contaminants from construction activities. Use integral dust-collection systems on drywall sanders, cut-off saws, and routers. Confine dust-generation activities to areas where clean-up can be carried out easily and contaminants will not be tracked to other areas.

2. Suppress Dirt. Wetting agents or sweeping compounds shall be used to deep dust from becoming airborne.

3. Clean up dust. Wet clothes, damp mops, wet scrubbers, and vacuum cleaners with high-efficiency particulate (HEPA) filters shall be used to clean up dust generated by construction activities.
   a. Cleaning frequency shall be increased when dust accumulation is noted.
b. Institute cleaning activities of building areas on a daily basis, and of HVAC equipment as required.

4. Keep all coils, air filters, dampers, fans, and ductwork clean during installation, and clean them as required prior to performing the testing, adjusting and balancing of the systems.

5. Clean up spills. All spills and excess applications of solvent-containing products should be cleaned up using approved methods as soon as practicable. Water spills shall be mopped up promptly.

6. Keep work area dry. Avoid accumulations of water inside the building, and promptly remove any that may occur.
   a. Especially protect porous materials such as insulation and ceiling tiles from exposure to moisture.
   b. The entire area shall be kept as dry as practicable by promptly repairing any leaks that allow rainwater entry and mopping up any water accumulation.
   c. Use dehumidification if necessary for prompt drying of wetted spaces. Unvented combustion (e.g., propane of diesel "salamander" space heaters) shall not be used.

7. Seal containers containing volatile liquids. Containers of fuel, paints, finishes, and solvents shall be kept tightly sealed and preferably stored outside of the building when not in use.

H. Scheduling:

1. Comply with the scheduling requirements of Article, "Sequence of Finish Installation" of this Section.
   a. Schedule the installation of porous materials only after closing in building.
   b. Porous materials, such as insulation, fireproofing, and drywall shall not be installed in a building open to the weather.
   c. To avoid potential contamination of porous or absorbent materials such as ceiling tiles, install furnishings after interior finishes (drywall, paint, and floor finishing) have cured.

2. Phased Completion: Implement IAQ control measures in each tenant area until construction in that area is complete. Do not allow contaminants from an area under construction to enter the HVAC ductwork systems or to migrate to completed areas.

3. Filters:
   a. Install new MERV 13 filters at the central fan system, immediately prior to the first phase of building occupancy.
   b. Install new MERV 13 filters at fan systems serving limited areas immediately prior to occupancy for each respective area.

I. Ventilation:

1. Provide adequate ventilation during curing period. To aid in curing of interior finishes and other products used during construction and to remove pollutants after drywall installation is complete, provide adequate ventilation with 100% outside air, and proper filtration. In humid periods or when very high-moisture materials are present, supplementary dehumidification may be required during this curing period.

2. Flush-Out: Comply with the requirements of LEED credit EA 3.2.

3.2 SEQUENCE OF FINISH INSTALLATION

A. Sequence of Finish Installation: Project schedule shall address construction scheduling/sequencing requirements and procedures necessary to optimize Indoor Air Quality (IAQ) levels for the completed Project.
1. **Scheduling:** Contractor’s Project Schedule for finish applications should allow for:
   a. Dissipation of high emissions from finishes that off-gas perceptible quantities of deleterious material during curing.
   b. Separation of off-gassing effects from the installation of adsorptive materials that would act as a "sink" for storage and subsequent release of these unwanted substances into building spaces and mechanical systems after project occupancy.

2. When Contractor’s “Project Schedule” requires less than optimal sequencing of finish installation, related to IAQ, provide supplemental filtered “fresh air” ventilation of work areas during construction and restrict / control the use of permanent building mechanical systems prior to Owner acceptance of building to prevent contamination of systems by construction wastes and other deleterious substances.

**B. Finish Types:**

1. **Type 1 Finishes:** Materials and finishes which have a potential for short-term levels of off-gassing from chemicals inherent in their manufacturing process, or which are applied in a form requiring vehicles or carriers for spreading which release a high level of particulate matter in the process of installation and/or curing. Type 1 Finishes include, but are not limited to the following:
   a. Composite wood products, specifically including particleboard from which millwork, wood paneling, doors or furniture may be fabricated.
   b. Adhesives, sealants, and glazing compounds, specifically those with petrochemical vehicles or carriers.
   c. Wood preservatives, finishes, and paint.
   d. Control and/or expansion joint fillers.
   e. All hard finishes requiring adhesive installation.
   g. Sealants and associated filler materials.

2. **Type 2 Finishes:** "Fuzzy" materials and finishes which are woven, fibrous, or porous in nature and tend to adsorb chemicals off-gassed by Type 1 finishes or may be adversely affected by particulates. These materials become "sinks" for deleterious substances which may be released much later, or collectors of contaminants that may promote subsequent bacterial growth. Type 2 Finishes include, but are not limited to the following:
   a. Carpet and padding.
   b. Fabric wallcovering.
   c. Insulation exposed to the airstream.
   d. Acoustic ceiling materials.
   e. Fabric covered acoustic wall panels.
   f. Upholstered furnishings.

3. Materials that can be categorized as both Type 1 and Type 2 materials shall be considered to be Type 1 materials.

**C. Optimal Order of Installation:** Apply all Type 1 interior finishes throughout the entire controlled air zone of each enclosed building or building segment and allow such finishes to completely cure according to intervals and times stated in respective finish manufacturer's printed instructions before commencing installation of any Type 2 materials in the same area.

1. Do not store any Type 2 materials in areas where installation or curing of Type 1 materials is in progress.
D. Materials Test Data - Required For Substitutions Only:

1. All manufacturers/producers of materials listed below that are proposed for substitution on this Project are required to provide test data for their materials which show permanent, in-place Indoor Air Quality performance in accordance with requirements of this Specification.

2. Material Safety Data Sheets: Review all MSDS's of materials to be submitted for testing as well as MSDS's for other products where specifically requested in this Project Manual and identify those classified as "Prohibited Materials".

3. Prohibited Materials:
   a. Any building materials or products that emit pollutants included on the International Agency for Research on Cancer (IARC) "List of Chemical Carcinogens", the "Carcinogen List" of the National Toxicology Program, and the "Reproductive Toxin List" of the "Catalog of Teratogenic Agents" must have approval in writing from the Owner's Representative before that building material or product may be used on this Project.
   b. Carcinogens: Use of materials emitting carcinogens will not be permitted unless a suitable substitute is not available. Do not proceed with procurement of any carcinogen emitting product or material without prior review and written approval of the University's Representative.

END OF SECTION
SECTION 01 4100
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Applicable Codes, Regulations, and Authorities
2. Regulatory Notifications
3. Permit Requirements, Notifications, and Certificates
4. Fees

B. References in the Specifications to "code" or to "building code," not otherwise identified, shall mean the foregoing specified codes, together with the additions, changes, amendments, and interpretations adopted by the enforcing agency and in effect on the date of these Contract Documents. Nothing on the Drawings or in the Specifications shall be interpreted as requiring or permitting work that is contrary to these rules, regulations, and codes.

C. Where other regulatory requirements are referenced in these Specifications, the affected work shall meet or exceed the applicable requirements of such references.

D. Nothing stated in this Section of the Specifications or other Sections of the Specifications, the other Contract Documents or shown on the Drawings shall be construed as allowing Work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

E. Regulatory requirements referred to shall have full force and effect as though printed in these Specifications.

F. Discrepancies between these codes/rules/etc. and the Contract Documents shall be brought to the attention of the University's Representative for resolution. Unless otherwise directed by the University's Representative, if a conflict exists between referenced regulatory requirements and the Contract Documents, comply with the one establishing the more stringent requirements.

1.2. APPLICABLE CODES, REGULATIONS, AND AUTHORITIES

A. All applicable federal, state, and local laws and the rules and regulations of governing utility districts and the various other authorities having jurisdiction over the construction and completion of the Project, including the latest rules and regulations of the state fire marshal, OSHA, and the California Labor Code, shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though printed in these Specifications.

B. Codes and regulations that apply to this Project include, but are not limited to, the following including additions, changes, and interpretations adopted by the enforcing agency in effect as of the date of these Contract Documents.

1. California Code of Regulations (CCR):
   a. Title 8, Industrial Relations
   b. Title 17, Public Health
   c. Title 19, Public Safety
   d. Title 20, Public Utilities and Energy
   e. Title 21, Public Works
   f. Title 22, Environmental Health
g. Title 24: Building Standards Code
   (1) Part 2, California Building Code
   (2) Part 3, California Electric Code
   (3) Part 4, California Mechanical Code
   (4) Part 5, California Plumbing Code
   (5) Part 6, California Energy Code
   (6) Part 7, California Elevator Safety Construction Code
   (7) Part 9, California Fire Code
   (8) Part 11, California Green Building Standards Code
   (9) Part 12, California State Reference Standards

2. In addition to the above, work shall comply with the following:
   a. California Environmental Quality Act (CEQA).
   c. California Occupational Safety and Health Act Standards (Cal-OSHA).
   f. Americans with Disabilities Act - Title II (ADA).
   g. Federal Occupational Safety and Health Act (OSHA).
   h. Federal Environmental Protection Agency – Clean Air Act.
   i. Storm Water Pollution Prevention Act.

3. All work shall meet or exceed code and regulatory requirements.

C. Copies of Regulations: Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need:

1. California Code of Regulations, Title 8, 9 and 19
2. California Code of Regulations, Title 24, including:
   a. Part 1, California Administrative Code
   b. Part 2, California Building Code, Volumes 1 and 2
   c. Part 3, California Electrical Code
   d. Part 4, California Mechanical Code
   e. Part 5, California Plumbing Code
   f. Part 6, California Energy Code
   g. Part 7, California Elevator Safety Construction Code
   h. Part 9, California Fire Code
   i. Part 11, California Green Building Standards Code
   j. Part 12, California Referenced Building Standards Code
   1. CAL/OSHA Construction Safety Orders.
   2. City of Riverside “Department of Public Works Standards and Specifications.
   3. National Electrical Code - Covered by Part 3
   4. National Fire Protection Association standards as referenced within the specifications
   5. State of California, Department of Transportation, Division of Highways, “Materials Specifications.” [should keep this in]
   6. State of California, Department of Transportation, Division of Highways, “Standard Specifications.” [should keep this in]
   7. State of California, Office of State Fire Marshal - Covered by Title 19 and Part 9
   10. Uniform Mechanical Code
   11. Uniform Plumbing Code
   12. Standard Specifications for Public Works, (Greenbook), with local agency amendments.
D. 2010 ADA Accessibility Standards for Accessible Design

1.3. REGULATORY NOTIFICATIONS

A. Submit all required notifications to Federal, State of California, State in which disposal facility is located if not in California, regional, and local agencies with regulatory responsibilities associated with the Work activities that are included in the Contract. All notifications shall be served in writing, in the form required by the agency requiring notification, and in a timely manner so as not to negatively impact the Project schedule. Serve notifications at least 10 business days in advance (or earlier if required by agency) of activity requiring notice. The Contractor shall serve all required notifications in writing to all governmental and quasi-government agencies having notification requirements pertaining to any portion of the Work included in the Project.

B. Contractor shall file a Notice of Intent for coverage under State General Construction Activity Storm water Permit National Pollutant Discharge Eliminate System (NPDES). Contractor shall comply with applicable permit requirements including the project Storm Water Pollution Prevention Plan.

1.4. PERMIT REQUIREMENTS, NOTIFICATIONS, AND CERTIFICATES

A. Permits, Licenses, and Certificates: For the University's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgment, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

B. Underground Service Alert (USA) Notifications: Prior to commencing clearing, excavation and trenching, coordinate with Underground Service Alert of Southern California for field verification and marking of utilities within the limits of Project site. Contractor shall be responsible for outlining limits of excavation with white chalk paint prior to coordination with USA. Coordination shall require 2 business days advance notification prior to start of excavation work. Provide USA notification permit number to the University's Representative prior to starting site Work.

C. In no event, shall the Contractor install materials that contain asbestos, PCB, lead or other known hazardous materials unless prior approval is obtained from the University.

D. Regulated Carcinogens by Title 8 California Code of Regulations (CCR), Subchapter 7, Group 16 (Control of Hazardous Substances), Article 110 (Regulated Carcinogens).

1. Products containing chemicals regulated as carcinogens by the State of California are not allowed for use on University projects.

2. Case-by-case exceptions may be considered for products containing the following Cal/OSHA recognized carcinogens:

   Methylene Chloride, 5202
   Cadmium, 1532, 5207
   Inorganic Arsenic, 5214
   Formaldehyde, 5217
   Benzene, 5218
3. Case-by-case exceptions may only be made when suitable alternative products are not available. Such exceptions are subject to written approval by the University's Representative.

4. Exceptions require that the Contractor shall have an established carcinogen program as required by Cal/OSHA (§5203. Carcinogen Report of Use Requirements) and shall submit to University's Representative, a copy of the Cal/OSHA Confirmation of Report for Cal/OSHA carcinogens.

5. When exceptions are granted, the Contractor is responsible for providing to the University's Representative a copy of the semi-annual Confirmation of Report received from Cal/OSHA or, in lieu of that, a copy of the Contractor's semi-annual report as submitted to Cal/OSHA at periods not to exceed 6 months, or at project closeout, whichever occurs first.

E. Fire Department and Additional Notifications, Manifests, and Requirements: As required by University and coordinated by Contractor with the University's Representative.

1.5. FEES – NOT USED

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Specification Format and Content Explanation
2. Definitions
3. Reference Standards
4. Abbreviations and Acronyms

1.2. SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the 49-division format and CSI/CSC’s “Master Format” numbering system.

B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

   a. The words “shall,” “shall be,” or “shall comply with,” depending on the context, are implied where a colon is used within a sentence or phrase.

1.3. DEFINITIONS

A. “Indicated”: The term “indicated” refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as “shown,” “noted,” “scheduled,” “detailed” and “specified” are used to help the user locate the reference. Location is not limited.

B. “Directed”: Terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” and “permitted” mean directed by the University’s Representative or University, requested by the University’s Representative or University, and similar phrases.

C. “Approved”: The term “approved,” when used in conjunction with the University Representative’s action on the Contractor’s submittals, applications, and requests, is limited to the University Representative’s duties and responsibilities as stated in the Conditions of the Contract.

D. “Regulations,” “building code,” “code”: The terms “regulations,” “building code”, and “code” include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
E. “Furnish”: The term “furnish” means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

F. “Install”: The term “install” describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning, and similar operations.

G. “Provide”: The term “provide” means to furnish and install, complete in place, operating, tested, approved, and ready for the intended use.

H. “Installer”: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. Unless specified otherwise in other Sections, the term “experienced,” when used with the term “installer,” means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

2. Trades: Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

I. “Project site” is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

J. “Testing Agencies”: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

K. “Similar”: The term “similar” means in the general sense and not necessarily identical.

L. See also the Instructions to Bidders and General Conditions.

1.4. REFERENCE STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

1. Requirements for packaging, packing, marking, and preparation for shipment or delivery included in referenced federal specifications are not mandatory for products provided for this Work.

B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents except where a specific publication date or issue is included with the reference in other Sections of these Specifications.

1. When a named or proposed product complies with a referenced standard of different publication date or issue than required by these Specifications, submit the product as a substitute under provisions of Division 1 Section “Substitutes.” Provide a detailed written summary of changes in product or workmanship quality and performance as a result of the product complying with a different version of a standard from the version referenced.
C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different but apparently equal to the University’s Representative for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicate numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the University’s Representative for a decision before proceeding.

2. Where a product is specified by both brand name and reference to 1 or more standards, provide that product only if it actually complies with the required standards. Listing of a product by brand or trade name in these Specifications is not a warranty that the product complies with the standards which may also be listed. If a named product does not comply with 1 or more of the required standards and no alternative product is listed which does comply, submit a substitute product under provisions of Division 1 Section “Substitutes” which complies with the required standards.

D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

1.5. ABBREVIATIONS AND ACRONYMS

A. Trade Abbreviations and Association Names: Trade association names and titles of general standards are frequently abbreviated. The following abbreviations and acronyms, as referenced in the Contract Documents, mean the associated names. Names and addresses are subject to change and are believed, but not assured, to be accurate and up-to-date as the date of the Contract Documents.

B. Federal Government Agencies: Names and titles of Federal Government standards- or specification-producing agencies are often abbreviated. The following abbreviations and acronyms referenced in the Contract Documents indicate names of standards-or specification-producing agencies of the Federal Government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

C. The following are commonly used abbreviations which may appear in the Project Manual. Refer to Construction Specifications Institute Document TD-2-4 “Abbreviations” for explanation of other abbreviations.

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
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<tbody>
<tr>
<td>C</td>
<td>degree Centigrade</td>
</tr>
<tr>
<td>Co.</td>
<td>Company</td>
</tr>
<tr>
<td>Corp.</td>
<td>Corporation</td>
</tr>
<tr>
<td>F</td>
<td>degree Fahrenheit</td>
</tr>
<tr>
<td>ft.</td>
<td>foot (feet)</td>
</tr>
<tr>
<td>ga.</td>
<td>gage or gauge</td>
</tr>
<tr>
<td>gal.</td>
<td>gallon(s)</td>
</tr>
<tr>
<td>in.</td>
<td>inch(es)</td>
</tr>
<tr>
<td>Inc.</td>
<td>Incorporated</td>
</tr>
</tbody>
</table>
HVAC Heating, Ventilating and Air Conditioning
lb(s) pound(s)
o.c. on center
psi pounds per square inch
psf pounds per square foot
sq. square
yd. yard(s)

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes, without limitation, the following:

1. Access to the Work
2. Testing and Approval
3. University’s Inspectors
4. Inspection Requests
5. Inspection Request Form
6. Nonconforming Work Notice

B. The University will provide a Project Inspector or Inspector of Record (IOR) for this project. Contractor shall not cover any work requiring inspection until the IOR has inspected and approved the subject work. For uncovering of work, refer to General Conditions, Article 12.

1.2 ACCESS TO THE WORK

A. In addition to the requirements of the General Conditions, University, University’s Representative and their representatives shall at all times have access to the Work wherever it is in preparation or progress and Contractor shall provide safe and proper facilities for such access and for inspection. The inspection and written acceptance of material and workmanship, unless otherwise stated in these Specifications, shall be final except as provided in Article 12.2 of the General Conditions.

1.3 TESTING AND APPROVAL

A. In addition to the requirements of the General Conditions, if any law, ordinance or public authority or the Specifications or University’s Representative’s instructions require any work to be specially tested or approved (including use of ionizing radiation for radiography), Contractor shall give University’s Representative timely notice of its readiness for inspection, and if the inspection is by another authority, other than University’s Representative, of the date fixed for such inspection.

B. Re-examination of questioned work may be ordered by University’s Representative.

1.4 UNIVERSITY’S INSPECTORS

A. The IOR shall report to University’s Representative. The IOR shall observe construction in progress and shall have the following responsibilities and limitations on authority.

1. Act under the direction of University’s Representative.

2. Observe installation and work in progress as a basis for determining conformance of the work, materials and equipment with the Contract Documents. IOR will report any discrepancies observed to University’s Representative and Contractor. Only University’s Representative has the final authority to make approvals or rejections.

3. Only University’s Representative shall interpret the requirements of the Contract Documents. If any item is ambiguous, University’s Representative shall make a written interpretation. If Contractor requests changes or modifications to the Contract Documents, University’s Representative shall make a written determination on the requested changes or modifications.

4. Prepare and submit an inspection report to University’s Representative for each
inspection performed.

5. Review application for payments.

6. Assist University's Representative in reviewing the test and inspection results of testing laboratories.

7. The IOR is not authorized to permit deviations from the requirements of the Contract Documents unless such deviation has been approved by University's Representative in writing.

8. The IOR shall not supervise, coordinate, or direct the Work. The IOR has no responsibility or control over Contractor’s construction means, methods, techniques, sequences, procedures, or coordination of any portions of the Work, or over any safety programs in connection with the Project.

B. The failure of University, University’s Representative and its representatives and consultants, or University’s IOR to observe or inspect the Work, or to detect deficiencies in the Work, or to inform Contractor of any deficiencies which may be discovered, shall not relieve Contractor, its subcontractors regardless of tier, or suppliers from their responsibility for construction means, methods, techniques, sequences and procedures, construction safety, nor from their responsibilities to carry out the work in accordance with the Contract Documents and to detect and correct defective work as defined in the General Conditions.

1.5 INSPECTION REQUESTS

A. Contractor shall request inspection of completed portions of the Work through University’s Representative. Contractor shall submit a request for inspection using University’s Inspection Request Form attached to the end of this Section.

1. Contractor shall submit an Inspection Request at least 3 working days prior to the time the work will be ready for inspection.

2. For work to be inspected by a third party testing laboratory, whether Contractor’s or University’s, Contractor shall submit an Inspection Request at least 3 working days prior to the time the work will be ready for inspection.

3. For work not in conformance with the Contract Documents, the IOR shall submit to the Contractor a Nonconforming Work Notice.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

2.1 Refer to the Inspection Request Form attached at the end of this Section.

2.2 Refer to the Nonconforming Work Notice form attached at the end of this Section.

END OF SECTION
## INSPECTION REQUEST

NUMBER: ____________  DATE: ________________

### TO: ____________________  FROM: ____________________

<table>
<thead>
<tr>
<th>DWG</th>
<th>REF: ____________________</th>
<th>DETAIL: ____________________</th>
<th>SHOP</th>
<th>DWG: ____________________</th>
</tr>
</thead>
</table>

PROJECT SCHEDULE ACTIVITY ID NO: ____________________

DATE OF REQUESTED INSPECTION: ____________  TIME OF REQUESTED INSPECTION: ____________

TYPE OF REQUESTED INSPECTION: ____________________

SPECIFIC LOCATION OF REQUESTED INSPECTION (I.E., FLOOR AND/OR COLUMN LINE, ETC.):  

____________________________________________________________________________________

ALL WORK INCLUDED IN THIS REQUEST FOR INSPECTION HAS BEEN REVIEWED BY THE CONTRACTOR'S SUPERINTENDENT AND THE CONTRACTORS QUALITY CONTROL MANAGER FOR READINESS AND FOR COMPLIANCE WITH ALL OF THE CONTRACT DOCUMENTS. THIS HAS BEEN DONE PRIOR TO THE INSPECTION BEING REQUESTED.

SIGNED (CONTRACTOR): ____________________  DATE: ____________

UCR USE ONLY

DATE REQUEST RECEIVED: ____________

DATE OF ACTUAL INSPECTION: ____________  TIME OF ACTUAL INSPECTION: ____________

SCHEDULING INSPECTOR: ____________________  □ INSPECTION REPORT ATTACHED

COMMENTS (INSPECTION RESULTS/DISPOSITION):  

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

INSPECTOR SIGNATURE: ____________________  DATE: ____________

*REQUIRED- ALL “AS-BUILT” PLANS ARE UPDATED AND MAINTAINED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND PROJECT ACTIVITY □ INSPECTOR: ____________  DATE: ____________

COPIES: □ UNIVERSITY  □ CONSULTANTS  □ ____________  □ ____________  □ ____________  □ FILE
NONCONFORMING WORK NOTICE
NUMBER: ___________
DATE: ____________

TO: ____________________________ FROM: ____________________________

SPEC. SEC. REF.: __________ PARA: __________ DWG REF: __________ DETAIL: __________

DESCRIPTION OF DEFECTIVE CONDITION (IOR): __________________________________________

________________________________________

REPORTED BY (IOR): ____________________________

CORRECTIVE ACTION SHOULD BE TAKEN AS SOON AS POSSIBLE AND COORDINATED WITH
THE INSPECTOR OF RECORD (IOR). IF FURTHER INFORMATION IS NEEDED, ADVISE THE
UNIVERSITY’S REPRESENTATIVE IMMEDIATELY.

DESCRIPTION OF CORRECTIVE ACTION TAKEN (CONTRACTOR): __________________________

________________________________________

ACCEPTED BY (CONTRACTOR): _______________ DATE: _______________

UCR USE ONLY

ACCEPTANCE OF CORRECTED DEFECTIVE CONDITION (IOR): __________________________

________________________________________

ACCEPTED BY (IOR): ___________________________ DATE: _______________

COPIES: ☐ UNIVERSITY ☐ CONSULTANT ☐ CONTRACTOR
LEFT BLANK

INTENTIONALLY
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services, without limitation, the following:

1. Contractor’s Responsibilities
2. Tests and Inspections
3. Test Reports
4. Geotechnical Engineer and Other Inspection and Testing
5. Repair and Protection

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by University's Representative.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for Contractor to provide quality-control services, required by University's Representative, are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.

1.2 DEFINITIONS

A. The term "University's Testing Laboratory" means a testing laboratory retained and paid for by the University for the purpose of performing the testing services required by the Contract Documents except where specifically noted to be done by contractor, reviewing material and product reports, and performing other services as determined by University's Representative.

B. The term "Contractor's Testing Laboratory" means a testing laboratory retained and paid for by Contractor to perform the testing services which are required by the Contract Documents to be performed by Contractor. Contractor's Testing Laboratory shall be an organization other than University's Testing Laboratory and shall be acceptable to University's Representative. It may be a commercial testing organization or the testing laboratory of a trade association. Contractor's Testing Laboratory shall have performed testing of the type specified for at least five (5) years and shall maintain a separate General and Professional Liability Insurance, (Errors and Omissions,) in amount not less than one million dollars ($1,000,000) each.
C. Tests, inspections, and acceptances of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Contractor shall give University's Representative timely notice of when and where tests and inspections are to be made and/or required regardless whose Testing Laboratory will perform the tests and inspections.

D. If such procedures for testing, inspection, or acceptance reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for University's Representative's services and expenses.

E. If University's Representative is to observe tests, inspections, or make acceptances required by the Contract Documents, University's Representative will do so promptly upon 3 days advance written notice and, where practicable, at the normal place of testing.

F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

1.3 CONTRACTOR'S RESPONSIBILITIES

A. Secure and deliver to Contractor's Testing Laboratory adequate quantities of representative samples of materials proposed for use as specified.

B. Submit to University's Testing Laboratory the preliminary design mixes proposed to be used for concrete and other materials which require review by University's Testing Laboratory.

C. Submit copies of product test reports as specified.

D. Furnish incidental labor and facilities, as required:
   1. To provide University's Testing Laboratory access to the Work to be tested.
   2. To obtain and handle samples at the Project site or at the source of the product to be tested.
   3. To facilitate inspections and tests.
   4. For storage and curing of test samples.

E. Provide written notice to University's Representative sufficiently in advance (a minimum of 3 days) of operations to allow for University's Testing Laboratory assignment of personnel and scheduling of tests.

F. When tests or inspections are not performed after such notice, Contractor shall reimburse University for University's Testing Laboratory personnel and travel expenses incurred.

1.4 TESTS AND INSPECTIONS

A. Certain portions of the Work will be tested, inspected, or both, at various stages. Nothing in any prior acceptance or satisfactory test result shall govern, if at any subsequent time the Work, or portion thereof, is found not to conform to the requirements of the Contract Documents.

B. If initial tests or inspections made by University's Testing Laboratory's Geotechnical Engineer reveal that any portion of the Work does not comply with Contract Documents, or if University's Representative determines that any portion of the Work requires additional testing or inspection, additional tests and inspections shall be made as directed.

C. If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspections, and all other costs resulting from such failure, including compensation for University's
Representative and University Representative's Consultants shall be deducted from the Contract Sum.

D. Fixtures, equipment, materials, and other items removed, demolished, abandoned, or capped and left in place, shall be tested to verify that there is no damage caused after the items have been covered by construction.

1.5 TEST REPORTS

A. University's Testing Laboratory and Contractor's Testing Laboratory shall submit five (5) copies of all reports to University's Representative, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.

1.6 GEOTECHNICAL ENGINEER AND OTHER INSPECTION AND TESTING

A. The University shall retain and pay the expenses of a Geotechnical Engineer and materials testing, inspection and observation services consultant (“TIO Consultant”) to perform inspection, testing, and observation functions specified by the University. Geotechnical Engineer and such other TIO Consultant shall communicate only with University and University's Representative. University's Representative shall then give notice to Contractor, with a copy to the University, of any action required of Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION
SECTION 01 4516
CONTRACTOR’S QUALITY CONTROL PROGRAM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. This Section includes, without limitation, the following:

1. Quality Control Program
2. Submittals
3. Qualifications of Quality Control Manager
4. Reporting Procedures
5. Implementation

B. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section describes the requirements for implementation of a Quality Control Program by the Contractor to assure performance of the Work in conformance with the provisions of the Contract Documents.

B. Related Work Specified Elsewhere:

1. Testing and Inspection Services of Quality Control are specified in Section 01 4500, “Quality Control.”

1.3 QUALITY CONTROL PROGRAM

A. The Contractor shall prepare and submit within thirty (30) days after the issuance of Notice to Proceed, the Quality Control Program (QCP) they intend to implement for the Work for approval by the University. This Program shall be tailored to the specific requirements of the Work and shall become an active part of the construction procedures. The Quality Control Program shall include the procedures, instructions, reports and forms to be used throughout the performance of the Work. The University reserves the right to review and reject all or part of the Quality Control Program as proposed by the Contractor. The Contractor shall revise and resubmit as appropriate until satisfactory to the University. The basic objectives of the Quality Control Program are as follows:

1. To ensure that all Work adheres strictly to all provisions of the Contract Documents and governing agencies.
2. To produce good quality workmanship.
3. To prevent deficiencies through pre-construction quality control coordination.
4. To detect and correct deficiencies in a timely manner.
5. To provide an auditable record of all tests, inspections, procedures, non-compliance and corrections, and any other pertinent data as required by the University.

B. The Contractor shall notify the University in writing of any proposed change to their Quality Control system and changes shall not be permitted if they would, in the opinion of the University, result in nonconformance with the Contract requirements.

C. The Contractor may select either an outside "agency" or in-house personnel to administer the program. In either case, the Quality Control staff on-site shall be responsible only for Quality Control and the Quality Control Manager shall report directly to the Contractor's highest ranking Corporate Officer involved in the Work. Quality Control staff members shall interface with the University, its Inspectors and Consultants, as required and appropriate.
1.4 SUBMITTALS

A. The Quality Control Program submittal shall include, as a minimum, the following:

1. The Quality Control organization chart, beginning with the Quality Control Manager, shall include Quality Control personnel as may be necessary to accomplish complete and adequate inspection of the Work.
2. Names and qualifications of personnel and firms selected to implement the Quality Control Program on-site and off-site.
3. Authority and responsibility of the Quality Control Staff.
4. Methods of Quality Control inspection including subcontractor's work and describing name of qualified testing laboratory to be used, if applicable.
5. Documents to be used to record inspections and tests, including those specified in the Contract.
6. Formats for documentation and reports.
7. Model agenda for Quality Control Meetings.
8. A letter signed by the Responsible Managing Officer of the Contractor's firm outlining the authority of the Quality Control Manager to include, among other things, the authority as described herein. Clerical personnel sufficient to accomplish timely submittal of Quality Control Reports and other required documentation shall be provided.

1.5 QUALIFICATION OF QUALITY CONTROL MANAGER

A. The minimum qualifications required of the Quality Control Manager are as follows:

1. Has recent construction experience in projects of similar size and nature.
2. Has ten (10) years' experience performing construction-related work on Type I or II buildings.
3. Has seven (7) years' experience performing Quality Control services on Type I or II multi story projects. At least 3 years must be on projects in California.

OR

4. Has recent construction experience in projects of similar size and nature.
5. Possess current certification issued by State of California OSHPD Class A level or DSA Class 1 level.
6. Has seven (7) years' experience performing Quality Control work or inspection services on multi story Type I or II projects. At least 3 years must be on projects in California.

OR

7. Possess an undergraduate degree in architecture, civil engineering or construction management.
8. Has five years (5) performing Quality Control services or inspection experience on Type I or II multi story buildings. At least 3 years must be on projects in California.
9. Possess at least four special inspector current certifications issued by ICC.

B. Responsibilities and Duties of the Quality Control Staff:

1. The Quality Control Manager shall have the authority to stop work, reject work, order work removed, initiate remedial work, propose solutions, and reject material not in compliance with the Contract Documents.
2. Responsibilities of the Quality Control Manager shall include, but are not limited to the following:
   a. Present on-site during all working hours and assigned "full time" to this Project. Contractor shall designate alternate individual(s) to assume responsibilities in the temporary absence of the Quality Control Manager or when overtime work is being performed.
   b. Have complete familiarity with the Drawings and Specifications.
   c. Establish and implement Quality Control Programs for the Contractor and with the various Subcontractors and monitor their conformance.
   d. Present samples, mock-ups and test panels to be used as standards of quality for review by the University and their Consultants.
   e. Inspect existing conditions prior to the start of new work segments.
f. Perform in-progress and follow-up inspections on each work segment to ensure compliance with the Contract Documents. Accompany the University and their Consultants on such inspections.
g. Coordinate required tests, inspections, and demonstrations with the University's IOR inspectors, consultants and any other authority having jurisdiction.
h. Inspect all materials and equipment arriving at the job site to ensure conformance to the provisions of the Contract Documents. Prepare and submit to the University written reports as required by the Contract Documents.
i. Identify, report and reject defective Work or Work not in conformance with the Contract Documents. Monitor the repair or reconstruction of rejected Work.
j. Develop checklists to be used for the inspection of each Division of the Work.
k. Retain specialists or outside firms for inspection of Work in areas where additional technical knowledge is required (mechanical, electrical, electronics, controls, communications, security, welding, structural, security hardware, etc.).
l. Schedule additional site visits where appropriate.
m. Verify and report that all materials and equipment manufactured off-site are in conformance with the Contract Documents.
n. Prior to the start of each Division, Section and/or major item of Work required by the Contract Documents, conduct a preconstruction Quality Control meeting with responsible field and office representative and the University and their Consultants. Provide the University and their Consultants minutes of these meetings within forty-eight (48) hours.
o. Work closely with the University to ensure optimum Quality Control. Attend Project meetings as required by the University.

1.6 REPORTING PROCEDURES

A. As a minimum, develop forms, logs and reporting procedures consisting of the following:

1. A Quality Control meeting shall be held at least monthly between the University, Consultants and the Quality Control Manager during which only Quality related topics will be reviewed.

2. A monthly written report published at month end providing an overview of Quality Control activities, problems found and/or solved, status of remedial work, status of mock-ups, anticipated problems and planned activities for the coming month, etc.

3. Deficiency reports: Plan of action by the Contractor for correcting any known contract deficiencies including delay in scheduled progress.

4. Weekly reports (including reports from Contractor and Subcontractors) to the University describing:
   a. Equipment and material received.
   b. Tests and inspections performed with submittal information.
   c. Deficiencies noted and/or corrected.
   d. Quality Control concerns and problems.
   e. Record keeping (as required).

1.7 IMPLEMENTATION

A. The Contractor's Quality Control program shall be adequate to cover all operations, including both on-site and off-site and will be keyed to the proposed sequence of work and shall include as a minimum at least three (3) phases of inspection for all definable items or segments of work, as follows:

1. Preparatory inspection shall be performed prior to beginning any work on any definable segment of the Work and shall include a review of Contract requirements; verification that all materials and/or equipment have been tested, submitted, and accepted; verification that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials and equipment to assure that they conform to accepted shop drawings or submittal data and that all material and/or equipment are available. As a part of this preparatory work, Contractor's Quality Control organization will review and verify that all
documents, including but not limited to; shop drawings, submittal data, method of Quality Control, product data sheets, test reports, affidavits, certification and manufacturer’s instructions have been submitted and accepted by the University as required herein. Each submittal to the University shall bear the date and the signature of the Contractor’s Quality Control Manager indicating that he has reviewed the submittal and certified it to be in compliance with Drawings and Specifications or showing the required changes.

2. Initial Inspection: To be performed as soon as a representative segment of the particular item of work has been accomplished and to include examination of the quality or workmanship and a review of control testing for compliance with Contract requirements, exclusion of defective or damaged materials, omissions, and dimensional requirements.

3. Follow-up Inspection: To be performed daily or as frequently as necessary to ensure continuing compliance with Contract requirements, including control testing, until completion.

4. The Contractor shall maintain daily current records with information as described above, in an appropriate format of all inspections and tests that the required inspection or tests have been performed. These records must cover both conforming and defective items and must include a statement that all supplies and materials, incorporated in the Work, are in full compliance with the terms of the Contract. Two legible copies must be furnished to the University. The report will cover all work performed or completed subsequent to the previous report.

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Installation
2. Temporary Electricity
3. Temporary Water
4. Temporary Lighting
5. Temporary Heating, Cooling, and Ventilating
6. Temporary Telecommunications

1.2. INSTALLATION

A. Use qualified personnel for installation of temporary utilities. Locate utilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify utilities as required.

B. Provide each utility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until utilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Utility Service Connection: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the University’s easements cannot be used for that purpose.
4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the University or University’s Representative. Neither the University nor University’s Representative will accept cost or use charges as a basis of claims for Change Orders.

D. Submittals:

1. Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
2. Implementation and Termination Schedule: Within 15 days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility. Temporary Utilities: Prepare a schedule indicating dates for taking over the responsibility of the existing temporary utilities that the University already has in place from the first phase and termination of each temporary utility. At the earliest feasible time, when acceptable to the University, change over from use of temporary service to use of permanent service.

E. Quality Assurance:

1. Comply with industry standards and applicable laws and regulations of the University including, but not limited to, the following:

a. Potentially hazardous materials.
b. Health and safety regulations.
c. Utility company regulations.
d. Police, fire department, and rescue squad rules.
e. Environmental protection regulations.


3. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

4. Construction Facilities and general construction activities shall comply with the energy use guidelines in Title 24 of the California Administrative Code.

1.3. TEMPORARY ELECTRICITY

A. Temporary Electric Power Service: Electric power will be furnished by the University at cost of $0.087/KWH. Provide weatherproof, grounded electric power service and distributions system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.

1. Contractor Responsibilities:
   a. The University is providing temporary power equipment for the Contractor’s use at the management trailer compound. The equipment includes; power skid, meter, quad-plex wire, panel board and Nema enclosure. Install project site electric power service with a meter at the point of connection designated by the University’s Representative. Refer to the diagram for locating temporary power connections at the end of this section.
   b. Maintain connections and extensions in a safe manner and utilize so as to not constitute a hazard to persons or property.
   c. Connections and extensions will be subject to OSHA regulatory requirements. Immediately remove or remedy connections and extensions that represent safety hazards or cause undue interruption of University’s normal operations.

1.4. TEMPORARY WATER

A. Water Service: Water for use in construction, testing, and irrigation will be furnished by the University at a cost of $1.12/CCF (748 gallons).

1. Contractor Responsibilities:
   a. Provide meter and all connections and extensions required.
   b. Maintain connections and extensions in a safe manner and utilize so as to not constitute a hazard to persons or property.
   c. Connections and extensions will be subject to approval of the University. Immediately remove or remedy connections and extensions that represent safety hazards or cause undue interruption of University’s normal operations.
1.5. TEMPORARY LIGHTING

A. Temporary Lighting: Provide temporary lighting with local switching as required to supplement existing lighting.

B. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

1.6. TEMPORARY HEATING, COOLING, AND VENTILATING

A. Temporary Heat: Provide temporary heat required by construction activities. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

B. Maintain temperature at less than 60 degrees F (16 degrees C) in permanently enclosed portions of the building and areas where finished Work has been installed.

C. Heating Facilities: Except where the University's Representative authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel-oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.

1.7. TEMPORARY TELECOMMUNICATIONS

A. Temporary Telephones and Data Services: Provide temporary telephone and data service at the existing Construction Trailer site throughout the construction period for all personnel engaged in construction activities as described below.

1. Provide Communications Work Order(s) (e.g. voice add and/or data add) for service through UCR Computing & Communications (UCR C&C), Communications Services, contact Sheri Morgan at (951) 827-3979. Contractor is responsible for providing Network Electronics, Telephone Sets and all installation and monthly recurring service charges.

2. Install separate telephone lines (phone numbers) for each temporary trailer/office and first aid station. At each telephone, post a list of important telephone numbers.

3. Provide telephone lines and telephone sets for the following:
   a. Contractor's field trailer/office: Direct-line telephones (telephone lines and telephone sets) as required.
   b. University's Representative’s field trailer/office: Three (3) Direct-line digital telephones and three (3) telephone sets.

4. Provide data connections for the following:
   a. Contractor’s field trailer/office: as required. NOTE: A signed and approved Memo of Understanding (MOU) between Contractor(s) and UCR C&C will be required for all data services that are to be provided to Contractor(s).
   b. University’s Representative’s field trailer/office: Provide four (4) data connections.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. Section includes:

1. Temporary Access Roads
2. Haul Routes
3. Temporary Parking Areas
4. Temporary Roads
5. Traffic Control
6. Staging Areas

1.2. TEMPORARY ACCESS ROADS – NOT USED

1.3. HAUL ROUTES – NOT USED

1.4. TEMPORARY PARKING AREAS

A. Parking: Limited parking for workers employed on the Work may be provided on the Project Site to the extent that space for that purpose is available without interference with activities of University or activities related to performance of the Work.

1. All vehicles are required to display a parking permit while parked on campus. Transportation and Parking Services will sell parking permits to contractors, their employees and sub-contractors in parking lots where spaces are currently available for purchase. 2014-15 monthly permit rates are $40/Gold, $47/Blue and $64/Red. All rates are subject to change. Monthly permits are available at the Parking Service Building located at 683 Linden Street. Daily permits can be purchased in the Parking Service Building, at information kiosks at campus entrances, and in posted visitor parking lots. Parking permits are lot specific. All vehicles entering the campus are required to adhere to the University’s parking policies and the California Vehicle Code.

2. Contractor may use available space within its Project Site fence limits for parking without a permit.

1.5. TEMPORARY ROADS – N/A

1.6. TRAFFIC CONTROL N/A

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes:

1. General Cleaning and Protection
2. Temporary Fire Protection
3. Temporary Barricades, Warning Signs, Signals and Lights
4. Temporary Fencing
5. Temporary Protective Walkways

1.2. GENERAL CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining, and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
19. Electrical current.
20. High-speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

1.3. TEMPORARY FIRE PROTECTION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the University's Representative.


1. Locate fire extinguishers where convenient and effective for their intended purpose.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in all buildings and anywhere on site.
4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

1.4. TEMPORARY BARRICADES, WARNING SIGNS, SIGNALS AND LIGHTS

A. Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. Enclose excavations and openings with proper barricades.
2. Clearly identify hazards on and adjacent to the Project site. Maintain clearly visible and, if applicable, audible identification on a continuous 24-hour-per-day basis.
3. Illuminate barricades, warning signs, obstructions, and other hazards at night. Provide adequate light for clear visibility from sunset to sunrise.
4. Where appropriate, provide audible warning signals.

1.5. TEMPORARY FENCING

A. Temporary fencing will be required around all designated laydown areas and is to include a privacy screen. The Contractor will be responsible for security to laydown areas.

1.6. TEMPORARY PROTECTIVE WALKWAYS

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
SECTION 01 5700
TEMPORARY CONTROLS

PART 1 – GENERAL

1.1. SUMMARY

A. This Section Includes:

1. Control of Construction Water
2. Dust Control, Air Pollution, and Odor Control
3. Noise Control
4. Temporary Erosion and Sediment Control (SWPPP)
5. Temporary Environmental Controls
6. Temporary Pest Control
7. Biological Resources
8. Cultural Resources
9. Aesthetics
10. Air Quality

1.2. DUST CONTROL, AIR POLLUTION, AND ODOR CONTROL

A. The Contractor shall employ measures to prevent the creation of dust, air pollution and odors.

1. Unpaved areas where vehicles are operated shall be periodically wetted down or given an equivalent form of treatment as defined in South Coast Air Quality Management District (SCAQMD) Rule 403 to eliminate dust formation.

2. All volatile liquids including fuels or solvents shall be stored in closed containers.

3. No open burning of debris, lumber or other scrap will be permitted.

4. Equipment shall be maintained in a manner to reduce gaseous emission.

5. Low sulfur fuel shall be used for construction equipment.

6. Stockpiles of excavated materials shall be covered with material approved by the University’s Representative.

7. Contractor shall provide street sweeping whenever silt from construction site is carried over to adjacent streets.

B. Provide measures, including regular watering, necessary to minimize air-borne dust.

1. Exposed surfaces should be watered twice daily.
2. Stockpiles of excavated materials should be covered.
3. A berm shall be erected on the downslope of the project site to prevent silt-laden water from running off site.
4. Trucks carrying excavated materials from the site shall be covered and shall have their tires and undercarriages washed prior to exiting the site as required to remove material that may fall or blow off later.
5. Paving of exposed dirt surfaces should be done as quickly as is reasonably possible.
6. Streets affected by fugitive dust shall be swept regularly.
7. The Contractor shall assign a person to be responsible for monitoring dust levels, reviewing conditions with the University’s Representative, and suggesting appropriate additional control measures when required.
8. Uncovered soil shall be bound by grass or similar ground cover as soon as is reasonably possible.
9. Excavation should not be conducted when surface winds exceed 11 miles per hour.
10. Unnecessary idling of construction vehicles and equipment shall be avoided.

1.3. NOISE CONTROL

A. Noise control shall be maintained by the contractor in all areas of construction, guarding against any undue noise which may impair proper use of existing facilities. Activities with the highest noise potential shall be scheduled for the times when background ambient noise levels are highest (i.e., during peak commute hours). Contractor shall use noise suppressed equipment available and/or shall muffle/control noise on equipment to the maximum extent possible. Noisy construction-related operations (e.g. mixing concrete) shall be accomplished on-site to the extent feasible. Those noisy, construction-related operations shall be performed on those areas of the site furthest from noise sensitive receptors i.e. residence halls, off-site community, etc."

1.4. TEMPORARY ENVIRONMENTAL CONTROLS

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce levels of harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

B. See also Section 01 3543, Environmental Procedures.

1.5. TEMPORARY PEST CONTROL – N/A

1.6. BIOLOGICAL RESOURCES – N/A

1.7. CULTURAL RESOURCES – N/A

1.8. AESTHETICS – N/A

1.9. AIR QUALITY

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project:

1. Quality Assurance
2. Product Delivery, Storage, and Handling
3. Product Selection
4. Product Installation

B. Definitions: The Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. “Products” are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.

b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

2. “Materials” are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

3. “Equipment” is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.2. QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each prime contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.

2. If a dispute arises between prime contractors over concurrently selectable, but incompatible products, the University's Representative will determine which products shall be retained and which are incompatible and must be replaced.
C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:

1. No available domestic product complies with the Contract Documents.

2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

   a. Name of product and manufacturer.
   b. Model and serial number.
   c. Capacity.
   d. Speed.
   e. Ratings.

3. UL Label: Provide products bearing appropriate UL label as indicated.

1.3. PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Refer to Section 01 5200, Paragraph 1.5.

PART 2 – PRODUCTS

2.1. PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation, except where salvaged materials are indicated.

1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
2. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

3. Visual Matching: Where Specifications require matching an established Sample, the University Representative's decision will be final on whether a proposed product matches satisfactorily.
   a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.

4. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The University's Representative will select the color, pattern, and texture from the product line selected.

PART 3 – EXECUTION

3.1 PRODUCT INSTALLATION

   A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

   1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes:

1. Mobilization
2. Acceptance of Conditions
3. Construction Layout
4. Construction Surveying
5. Protection of Adjacent Construction
6. Non-Destructive Concrete Examination

1.2. MOBILIZATION – NOT USED

1.3. ACCEPTANCE OF CONDITIONS

A. Prior to commencing the Work, the Contractor and University's Representative shall tour together the Project site (and areas immediately surrounding the site) to examine and record damage to existing buildings and improvements constructed under a prior contract. As such the Contractor accepts the work constructed on site "as–is" and must finish what is installed into a complete and functional system.

2. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings, improvements and landscaping elements not noted in the original survey, but subsequently discovered, shall be reported to University's Representative within 15 days from Notice to Proceed.

3. The Contractor shall prepare a report of the survey, including:
   a. DVD recording of existing conditions.
   b. 8" x 10" glossy photographs of significant features requested by University's Representative.
   c. Key plan with references to video/photographs

4. The Contractor and University Representative shall periodically monitor conditions of existing buildings and installations for signs of movement, settlement, or other damage related to construction.

5. Contractor is solely responsible for repairing damage to existing construction and finishes and for replacing damaged components, which cannot be repaired.

6. Contractor is solely responsible for maintaining and watering existing landscaping within the Project site and for replacing landscaping elements, which are damaged or destroyed during the course of the Work.

1.4. CONSTRUCTION LAYOUT

1.5. CONSTRUCTION SURVEYING

1.6. PROTECTION OF ADJACENT CONSTRUCTION
1.7. NON-DESTRUCTIVE CONCRETE EXAMINATION

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
SECTION 01 7329
CUTTING AND PATCHING

PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes general administrative and procedural requirements for cutting and patching, including without limitation, the following:

1. Submittals
2. Quality Assurance
3. Warranty
4. Materials
5. Inspection
6. Preparation
7. Performance
8. Cleaning

B. Requirements of this Section apply to mechanical and electrical installations. Refer to Specification Divisions 20-28 for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

C. Refer to other applicable Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

D. Cutting and Patching, in addition to requirements of the General Conditions, includes removing, altering, and repairing portions of the Work as required to accomplish the following:

1. Make several parts fit properly.
2. Uncover work to provide for installation of ill-timed work.
3. Remove and replace defective work.
4. Remove samples of installed work as specified or requested by the University’s Representative for testing.
5. Install new construction penetrations of or connections to existing construction.

1.2. SUBMITTALS

A. Cutting and Patching Proposal: Submit written notice to the University’s Representative requesting permission to proceed with cutting which could affect structural safety of the project 10 days in advance of starting cutting. Request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building’s appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform Work.
4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. All utility shut downs shall be kept to a minimum. Contractor shall coordinate for all shut downs to occur during weekend hours without change to the contract sum. Identify date, time and expected duration (no more than 8 hours duration) of all utility shutdowns. There will be no shut downs for sewer services, must do bypass.
6. Approval by the University’s Representative to proceed with cutting and patching does not waive the University’s Representative right to later require complete removal and replacement of unsatisfactory work.

B. Changed Conditions Notice: Submit written recommendations to the University’s Representative should conditions of work or schedule indicate change of materials or methods, including the following:

1. Conditions indicating change.
2. Recommendations for alternative materials and methods.
3. Information required for substitution.

1.3. QUALITY ASSURANCE

A. Requirements for Structural Work:

1. Obtain approval of the cutting and patching proposal before cutting and patching structural elements including, but not limited to, the following:

   a. Foundation construction.
   b. Structural concrete.
   c. Miscellaneous structural metals.
   d. Piping and equipment.

B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

   a. Primary operational systems and equipment.
   b. Fire protection systems.
   c. Communication systems.
   d. Electrical wiring systems.
   e. Security systems

C. Visual Requirements: Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patch in a visually unsatisfactory manner.

1.4. WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 – PRODUCTS

2.1. MATERIALS

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.
3.1 INSPECTION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action and notify University’s Representative before proceeding.

1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

2. Provide drawings and calculations signed by a licensed California Structural Engineer for shoring, bracing and support to maintain structural integrity.

3. Protect other portions of the Project.

4. Protect Project from the element.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer’s recommendations.

1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

4. Comply with requirements applicable Division 2 Sections where cutting and patching requires excavating and backfilling.

5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
C. **Patching:** Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.4 **CLEANING**

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION
SECTION 01 7400
CLEANING AND WASTE MANAGEMENT

PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes:
   1. Progress Cleaning and Site Maintenance
   2. Construction Waste Management and Disposal
   3. Final Cleaning
   4. Contractor C&D Waste Monitoring Form and Green Waste Monitoring Form, copies of which are attached at the end of this Section.

B. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

C. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
   1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in streams, storm or sanitary drains.
   2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.
   3. Comply with requirements of Southern California Air Quality Management District in effect at the time of construction.
   4. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

D. Submittal: Prior to requesting inspection for Substantial Completion and Final Completion, submit written certification to the University's Representative that final cleaning has been performed in accordance with the Contract Documents.

1.2. PROGRESS CLEANING AND SITE MAINTENANCE

A. Collection and Disposal of Waste: Contractor shall furnish all labor, equipment, containers, transportation, materials, supplies and related expenses to provide the University with comprehensive waste collection and waste recycling services for the Project. Contractor shall collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 degrees F (27 degrees C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.
   1. Do not burn waste materials. Do not bury debris or excess materials on the University's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems or streams. Remove waste materials from the site and dispose of lawfully.
   2. Where extra materials of value remain after completion of associated Work, they become the University's property. Dispose of these materials as directed by the University's Representative.
   3. Provide on-site containers for collection of waste materials, debris, and rubbish, and empty at least weekly. Maintain containers in such condition so as to ensure
they are clean and sanitary, to prevent odor and insect infestation, and ensure no unsightly presentation. Perform maintenance on the containers as required to ensure proper function for the intended purpose.

4. Handle waste materials in a controlled manner. Do not drop or throw materials from heights.

5. Remove combustible debris from the building daily and store in covered, non-combustible containers located not less than 40 feet from any building.

B. Cleaning During Construction Period: Comply with regulations of the University and safety standards for cleaning.

1. Schedule cleaning operations so that dust and other contaminants resulting from cleaning operations will not settle on wet paint, or other coatings or finishes during their cure period.

2. Comply with manufacturer’s instructions for cleaning the surfaces and parts of finishes and equipment. Use only those cleaning materials and procedures recommended by the manufacturer of the item to be cleaned.

3. Provide cleaning during construction as necessary to ensure operations can proceed on schedule and that finish materials can be installed properly and viewed for determination of aesthetic characteristics.

1.3. CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

A. The University has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible shall be employed to enable the University to meet a minimum 95% percent diversion of construction and demolition (C&D) waste (including green waste) from the landfill.

B. Contractor shall be responsible for monitoring and maintaining a written log using the C&D Waste Monitoring Form and Green Waste Monitoring Form, copies of which are attached at the end of this Section, to report when actual container deliveries and waste pickups occur, the types of C&D waste material included, weight of each type (in Tons) diverted or landfilled and total percentage of waste diverted from landfill, and any other data required to be reported on the respective forms. Contractor shall submit completed forms with the required data to University's Representative, or designee, with each Application for Payment. Such written information shall be used as backup to support payment of Contractor's scheduled value for Division 1, General Requirements.

C. C&D waste is a combination of concrete, lumber, plaster, cardboard, glass, various metals, paper, PVC, ABS, HDPE, PP, PDPE, PET, white foam, paint buckets, carpet, green waste, and dirt.

1. C&D waste accepted for recycling:
   a. Card Board.
   b. Mixed metals.
   c. PVC Pipe.
   d. ABS Pipe.
   e. H.D.P.E. Pipe.
   f. Carpet.
   g. Carpet Pad.
   h. Mixed Plastics.
   i. Glass.
   j. Bottles & Cans – CRV.
   k. H.D.P.E Plastics.
   l. H.D.P.E Pipe.
m. Foam – White.


o. Plastic Buckets – Paint (empty) & Landscapers.

p. Drywall.

q. Wood.

r. Particle Board.

s. Green Waste:
   (1) Green Waste refers to waste resulting from removal of vegetation; it is a combination of brush, branches, leaves, flowers, shrubs and small trees and other items listed on the Green Waste Monitoring Form.
   (2) Green Waste accepted for recycling and/or compost:
      (a) Grass Clippings.
      (b) Trees – Tree trunks shall be cut into 4’ and 10” pieces.
      (c) Branches – Branches shall be cut into 4’ and 10” pieces.
      (d) Tree Trimmings – All other material other than trunks, branches, and leaves.
      (e) Wood.
      (f) Mulch.
      (g) Brush.
      (h) Leaves.
      (i) Flowers.
      (j) Shrubs.
      (k) Palm Fronds.

t. Inert Material – Soil, Asphalt, Brick, Concrete

1.4. FINAL CLEANING

   A. This Section includes the administrative and procedural requirements for final cleaning at Substantial Completion and Final Inspection.

   B. Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial cleaning and maintenance program. Comply with manufacturer’s instructions.

   C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

   1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.

   2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

   3. Remove petrochemical spills, stains, and other foreign deposits.

   4. Remove tools, construction equipment, machinery, and surplus material from the site.

   5. Remove snow and ice, if any, to provide safe access to the building.

   6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

   7. Remove debris and surface dust from limited access spaces, including trenches, equipment vaults, manholes and similar spaces.

9. Remove labels that are not permanent labels.

10. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
   a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

11. Wipe surfaces of electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

12. Remove grease, dust, dirt, stains, and other marks from surfaces exposed-to-view.

13. Leave the Project clean.

D. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.

E. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

F. Where extra materials of value remain after completion of associated Work, they become the University’s property. Dispose of these materials as directed by the University’s Representative at no additional cost to the University.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION
## Contractor Green Waste Monitoring Form

**Project Name & No.:**

**Contractor:**

**Prepared by:**

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<th>Date/Time of Pick up</th>
<th>Size of Bin</th>
<th>R/L&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Grass Clippings</th>
<th>Small Tree</th>
<th>Tree Trunks</th>
<th>Branches</th>
<th>Tree Trimmings</th>
<th>Wood</th>
<th>Mulch</th>
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**Column Totals:**

- **Total Green Waste to Landfill:**
- **% of Green Waste Recycled:**

<sup>1</sup> Indicate whether R=Recycled or L=Landfill.
SECTION 01 7700
CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Substantial Completion
2. Final Inspection Acceptance
3. Closeout Procedures
4. Instruction and Evaluation of University’s Personnel
5. Training Tools and Materials
6. Qualifications of Instructors
7. Operation and Maintenance Manuals and Instructions
8. Spare Parts and Extra Stock Materials
9. Warranties

1.2. SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
   a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
   b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise the University of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance and service agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the University unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, operation and maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make final changeover of permanent locks and transmit keys and key schedule to the University. Advise the University's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the University's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.
11. Adjust and balance all systems and adjust all valves.
12. Check fluid and gas carrying pipe systems, roofs, flashings, gutters, and downspouts for leaks. Repair or replace as necessary.
13. Lubricate all moving parts of machinery and equipment as recommended by the manufacturers of the machinery and equipment.
14. Submit certification required in Section 01 7400 for "Final Cleaning."
B. Inspection Procedures: On receipt of a request for inspection, the University's Representative will either proceed with inspection or advise the Contractor of incomplete or incorrect work. The University's Representative will prepare the Punchlist following inspection or advise the Contractor of what must be completed or corrected before the certificate will be issued.

1. The University's Representative will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.
3. Allow up to 3 weeks for the University's Representative to prepare the list of items to be corrected.

1.3. FINAL INSPECTION ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the University Representative's final inspection list of items to be completed or corrected, endorsed and dated by the University's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the University's Representative.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the University took possession of and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
8. Completed Punchlist.

B. Reinspection Procedure: The University's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the University's Representative.

1. Upon completion of reinspection, the University's Representative will prepare a certificate of final acceptance. If the Work is incomplete, the University's Representative will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated and related costs of University's Representative and University Representative's Consultants will be deducted from final retention payment.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the University's personnel to provide
instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Operation and Maintenance manuals.
2. As-Built documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
5. Safety procedures.
7. Effective energy utilization.

3.2 INSTRUCTION AND EVALUATION OF UNIVERSITY’S PERSONNEL

A. Perform hands-on demonstrations and instruction for University's designated personnel in the operation, adjustment and maintenance of products, equipment, and systems, as required and at agreed upon times.

B. Instruction Before Final Inspection: Before Final Inspection, and after work under this contract is completed, tested and prior to acceptance by the University; and not less than five (5) days after submittal of the Operation and Maintenance Data, operate all the systems for a period of three (3) 8-hour periods during which time a qualified factory trained representative familiar with the items installed shall instruct and supervise the University's Personnel in the operation and maintenance of the equipment and systems. This instruction period is in addition and subsequent to any period of operation, testing and adjustment called for elsewhere in these specifications.

C. Instruction by Manufacturer’s Representatives: Any instructions from manufacturer's representatives required under other sections of this specification shall be conducted during this period. This instruction period shall be conducted after completion of all piping and equipment labeling required by the Contract.

D. Time of Instructions: Make all arrangements and notices for operation and instruction periods though the University’s Representative.

E. Seasonal Operation: For equipment requiring seasonal operation, perform demonstrations and instructions for each required season and at agreed upon times.

F. Evaluation: During and after demonstrations and instructions for University’s designated personnel, evaluate their ability to perform the necessary maintenance and operation functions required to properly operate and maintain each piece of equipment. Make sure that at the end of the training session, the University’s designated personnel are reasonably proficient in the operations and maintenance of products, systems, and equipment.
3.3 TRAINING TOOLS AND MATERIALS

A. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance. For all systems requiring operation and maintenance training from factory representative, written authorization from the University is required. All systems of more than one manufacturer, a factory representative from each will be required.

B. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

3.4 QUALIFICATIONS OF INSTRUCTORS

A. Instructions for the University's Personnel. For instruction of the University's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the building equipment or system involved.

3.5 OPERATION AND MAINTENANCE MANUALS AND INSTRUCTIONS

A. Assemble and furnish a minimum of 3 complete sets (unless otherwise indicated in a specific section) of all mechanical and electrical systems data, except that noted to be mounted in frames, in three-ring loose-leaf binders, complete with index, with indexed dividers permanently attached and exterior labels on cover and back of binders.

B. Data Required:

1. Manufacturers' Manuals: Provide complete installation, operation, maintenance, and service manuals and printed instructions and parts lists for all materials and equipment, where such printed matter is regularly available from the manufacturer. This includes but is not limited to such service manuals as may be sold by the manufacturer covering the operation and maintenance of items, and complete replacement parts lists sufficiently detailed for parts replacement ordering to manufacturer. Bound publications need not be assembled in binders.

2. Equipment Nameplate Data: A typewritten list of all mechanical and electrical equipment showing all equipment nameplate data exactly. Identify equipment by means of names, symbols, and numbers used in the Contract Documents.

3. System Operating Instructions: Typewritten instructions covering operation of the entire system as installed (not duplicating manufacturers' instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show, locate, or list system valves, control-elements, and equipment components using identification symbols and numbers. List rooms, area of equipment served, and show proper settings for valves, controls, and switches.

4. System Maintenance Instructions: Typewritten instructions covering routine maintenance of systems. List each item of equipment requiring inspection, lubrication, or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturers' detailed instructions. Give name, address, and phone number of nearest firm authorized or qualified to service equipment or provide parts.

5. Warranty, Bonds, and Service Contracts: Provide a copy of each warranty, bond, and service contract issued. These should be accompanied by a sheet which outlines procedures to take in the event of failure and the circumstances which might affect the validity of warranties or bonds.

6. Wall Mounted Data: Frame one set of typewritten system instructions and diagrams as required under Paragraphs 3. and 4. above, covered with plexiglass and mount in locations as directed by the University's Representative.

3.6 SPARE PARTS AND EXTRA STOCK MATERIALS
3.7 WARRANTIES

A. General Provisions:

1. This subsection includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
   a. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
   b. Refer to Divisions 2 through 33 for specific requirements for warranties on products and installations specified to be warranted.
   c. Certifications and other commitments and agreements for continuing services to University are specified elsewhere in the Contract Documents.

2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

3. Effective Date: Warranties shall begin on the date of Final Acceptance unless specifically designated differently or a different date is mutually agreed upon in writing by the parties involved.

4. General Conditions require all items to be under warranty for a period of one (1) year from date of final completion (Notice of Completion) unless otherwise indicated. Warranties for more than one year required by individual Sections require a written warranty by Contractor and Subcontractor. Refer to individual Section of the Specifications to verify if longer warranties are required.

B. Definitions:

1. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the University.

2. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the University.

C. Warranty Requirements

1. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or
rebuilt defective Work regardless of whether the Regents have benefited from use of the Work through a portion of its anticipated useful service life.

4. Regents' Recourse: Expressed warranties made to the Regents are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Regents can enforce such other duties, obligations, rights, or remedies.

   a. Rejection of Warranties: The Regents reserve the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

   b. The Regents reserve the right to reuse to accept Work for the Project where a special guarantee, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented so that entities required to countersign such commitments are willing to do so.

5. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the University reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

6. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on standard product warranties shall not relieve the Contractor of the Contractor's warranty on the Work that incorporates the products, and shall also not relieve suppliers, manufacturers, and subcontractors required to counter-sign special warranties with the Contractor.

D. Warranty Submittals

1. Submit written warranties to the University's Representative prior to the date certified for Substantial Completion. If the University Representative's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, or a designated portion of the Work, submit written warranties upon request of the University's Representative.

   a. When a designated portion of the Work is completed and occupied or used by the University, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the University's Representative within 10 days of completion of that designated portion of the Work.

2. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the University, through the University's Representative, for approval prior to final execution.

   a. Refer to Divisions 2 through 33 for specific content requirements and particular requirements for submitting special warranties.

3. Form of Submittal: At Final Completion compile 3 copies of each required warranty, in the form included at the end of this Section, properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

4. Assemble required guarantees, bonds, and service and maintenance contracts.

5. Number of original signed copies required: Three (3) sets, each on 8-1/2 inch x 11 inch sheets, 3-hole punched in 3-ring binders. Fold larger sheets to fit into binders. Submit in commercial quality, 3-ring binders, with durable, cleanable plastic covers. Each set of
binders shall include:

a. Cover: Identify each binder on the cover with typed or printed title, "WARRANTIES", University's Project Name and Number, Name of General Contractor, and binder number, such as “Set 1, Volume 1 of 2”, etc.

b. Table of Contents: in a spreadsheet/table format, neatly typed and in orderly sequence by CSI number, based on Specifications Table of Contents in the Bidding-Contract Documents, with the following information:
   (1) CSI Number.
   (2) Name of Product or Work item.
   (3) Brief Scope Description.
   (4) Firm name, address, telephone number, and name of principal with email address.
   (5) Date of beginning of guarantee, bond, or service and maintenance contract.
   (6) Duration and expiration date of warranty or service and maintenance contract.

c. When warranted, construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

d. Except when a special warranty is required by the provisions of a specific Section of these Specifications, or a standard warranty is not offered as a matter of record by the manufacturer of a specified product, submit the manufacturer's standard warranty for each product incorporated in the Work.

e. When a manufacturer does not offer a standard warranty, provide a written form listing the product and indicating "Standard Product Warranty Not Available."

6. Special Warranty Forms: Attached at the end of this Section.

END OF SECTION
GUARANTEE

Project Name: ___________________________ Date:_________

Project Location: _______________________

Project Number: _________________________

GUARANTEE FOR ______ ___________________________ (the “Contract”), between

The (Specification SECTION and Contract No.)

The Regents of the University of California (“University”) and

_________________________________________

(“Contractor”)

_________________________________________

(Name of Contractor or Subcontractor)

hereby guarantees to University that the portion of the Work described as follows:

which it has provided for the above referenced Project, is of good quality; free from defects; free from any liens, claims, and security interests; and has been completed in accordance with Specification SECTION and the other requirements of the Contract.

The undersigned further agrees that, if at any time within _____ months after the date of the guarantee the undersigned receives notice from University that the aforesaid portion of the Work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will, within 10 days after receipt of such notice, correct, repair, or replace such portion of the Work, together with any other parts of the Work and any other property which is damaged or destroyed as a result of such defective portion of the Work or the correction, repair, or replacement thereof; and that it shall diligently and continuously prosecute such correction, repair, or replacement to completion.

In the event the undersigned fails to commence such correction, repair, or replacement within 10 days after such notice, or to diligently and continuously prosecute the same to completion, the undersigned, collectively and separately, do hereby authorize University to undertake such correction, repair, or replacement at the expense of the undersigned; and Contractor will pay to University promptly upon demand all costs and expenses incurred by University in connection therewith.

SUBCONTRACTOR

Signed: ___________________________ Title: ___________________________

Typed Name: __________________________________________________________________

Name of Firm: _________________________________________________________________

Contractor License Classification and Number: __________________________________________

Address: _____________________________________________________________

Telephone Number: ______________________________________________________

CONTRACTOR

Signed: ___________________________ Title: ___________________________

Typed Name: __________________________________________________________________

Name of Firm: __________________________________________________________________

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INTENTIONALLY
SPECIAL WARRANTY FORM

When required in Sections of the Specifications, Special Warranties shall be in the following form and written on Contractor’s own letterhead:

"Warrant ____________________________

(portion of work warranted)

Project: ____________________________

Address: ____________________________

Date: ____________________________

We, the undersigned hereby warrant to the Regents of the University of California ("Regents") that the portion of the work identified, which we have installed in the above-named Project has been performed in accordance with the Contract Documents and that the work, as installed, will fulfill the requirements of the warranty included in this Specification. We agree to repair or replace any or all of our work, together with any other work which may be damaged or displaced by so doing, that may prove to be defective in its workmanship, materials, operation, or failure to conform to Contract provisions and requirements within a period of year(s) from date of Substantial Completion of the stipulated below for the above-named Project, without any expense whatever to the said Regents, ordinary wear and tear and unusual abuse or neglect excepted. In the event of our failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing by the Regents, we collectively or separately do hereby authorize the Regents to proceed to have said defects repaired and made good at our expense, including all collection cost and reasonable attorney fees, and we will honor and pay the costs and charges therefore upon demand."

WARRANTY PERIOD: ______________ STARTING: ___________ TERMINATING ___________

Name of General Contractor ____________________________ Name of Subcontractor ____________________________

__________________________ ____________________________
Signature of General Contractor Signature of Subcontractor

__________________________ ____________________________
Address Address

__________________________ ____________________________
Phone Number Phone Number

__________________________ ____________________________
State License Number State License Number

__________________________ ____________________________
Name of Manufacturer Manufacturer Phone Number

__________________________
Signature of Manufacturer

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INTENTIONALLY
PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes administrative and procedural requirements for As-Built Documents, including without limitation, the following:

1. As-Built Drawings
2. As-Built Specifications
3. As-Built Product Data
4. As-Built Sample Submittal
5. Miscellaneous As-Built Submittals
6. Recording

B. As-Built Documents required include the following:

1. Marked-up copies of Drawings.
2. Marked-up copies of Shop Drawings.
3. Newly prepared drawings.
5. Marked-up Product Data submittals.
6. Samples.
7. Field records for variable and concealed conditions.
8. Record information on Work that is recorded only schematically.
10. Miscellaneous submittals.

C. Maintenance of Documents and Samples: Store As-Built Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use As-Built Documents for construction purposes. Maintain As-Built Documents in good order, legible condition, and in a clean, dry, secure, fire-safe location. Make As-Built Documents and Samples available at all times for the University's Representative's inspections.

1. Maintain 1 set of all As-Built Documents at the Project site for the entire duration of construction.
2. Clearly label each document or item "AS-BUILT DRAWING," "AS-BUILT SAMPLE," "AS-BUILT SPECIFICATION," or similarly as appropriate and applicable.

D. Do not conceal Work requiring verification for As-Built Documents until such information has been verified and recorded.
1.2. AS-BUILT DRAWINGS

A. Markup Procedure: During construction, maintain a clean, undamaged set of blue- or black-line white prints of Contract Drawings and Shop Drawings for As-Built Document purposes.

1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
   a. Dimensional changes to the Drawings.
   b. Revisions to details shown on the Drawings.
   c. Depths of foundations below the first floor. Indicate foundation elevations relative to first floor elevation.
   d. Horizontal locations and vertical depths of underground utilities and appurtenances, including both site utilities and those under buildings and structures, referenced to permanent surface improvements.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Changes made by change order or field order.
   h. Changes made following the University Representative's written orders and pertinent graphic and written responses to RFI's.
   i. Details not on original Contract Drawings.

2. Mark As-Built prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

3. Mark As-Built sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

4. Mark important additional information that was either shown schematically or omitted from original Drawings. Mark new information that is important to the University but was not shown on Contract Drawings or Shop Drawings.

5. Note field order numbers, alternate numbers, change order numbers, RFI numbers, ASI numbers, and similar identification.

6. Identify and date each drawing; include the printed designation "AS-BUILT DRAWING" in a prominent location on each drawing.

B. Responsibility for Markup: The individual or entity who obtained As-Built data, whether the individual or entity is the installer, subcontractor, or similar entity, shall prepare the markup on As-Built drawings.

1. Accurately information in an understandable drawing technique.

2. Record data as soon as possible after obtaining it, but within 24 hours maximum. Record and check the markup prior to enclosing concealed installations.

3. At time of Substantial Completion, submit As-Built drawings to the University's Representative for the University's records. Organize into sets and bind and label sets for the University's continued use. Bind each set with durable-paper cover sheets. Include appropriate identification, including titles, dates, and other information on the cover sheets.

C. Newly Prepared As-Built Drawings: Prepare new drawings instead of following procedures specified for preparing As-Built drawings where new drawings are required, and the University's Representative determines that neither original Contract Drawings nor Shop Drawings are suitable to show the actual installation.
D. Consult with the University's Representative for the proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. When completed and accepted, integrate newly prepared Drawings with procedures specified for organizing, copying, binding and submittal of As-Built drawings.

1.3. AS-BUILT SPECIFICATIONS

A. During the construction period, maintain 3 copies of the Specifications, including addenda and modifications issued, for As-Built Document purposes.

1. Mark the Specifications to indicate the actual installation where the installation varies from that indicated in Specifications and modifications issued. Note related project record drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.

   a. In each Specification Section where products, materials, or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

   b. Record the name of the manufacturer, supplier, installer, and other information necessary to provide a record of selections made and to document coordination with As-Built Product Data submittals and maintenance manuals.

   c. Note related As-Built Product Data, where applicable. For each principal product specified, indicate whether As-Built Product Data has been submitted in maintenance manual instead of submitted as As-Built Product Data.

   d. Use pen and black ink so marks will reproduce clearly.

2. Upon completion of markup, submit As-Built Specifications to the University's Representative for the University's records.

1.4. AS-BUILT PRODUCT DATA

A. During the construction period, maintain one copy of each Product Data submittal for As-Built Document purposes.

1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturer's instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related change orders and markup of As-Built Drawings, where applicable.

4. Upon completion of markup, submit a complete set of As-Built Product Data to the University's Representative for the University's records.

5. Where As-Built Product Data is required as part of maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as As-Built Product Data.
1.5. AS-BUILT SAMPLE SUBMITTAL

A. Immediately prior to date of Substantial Completion meet with the University's Representative and the University's personnel at the site to determine which of the Samples maintained during the construction period shall be transmitted to the University for record purposes. Comply with the University Representative's instructions for packaging, identification marking, and delivery to the University’s Sample storage space. Dispose of other Samples in a manner specified for disposing surplus and waste materials.

1.6. MISCELLANEOUS AS-BUILT SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous As-Built records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the University's Representative for the University's records.

   1. Categories of requirements resulting in miscellaneous As-Built Documents include, but are not limited to, the following:

      a. Field records on excavations and foundations.
      b. Field records on underground construction and similar work.
      c. Survey showing locations and elevations of underground lines.
      d. Invert elevations of drainage piping.
      e. Surveys establishing building lines and levels.
      f. Authorized measurements utilizing unit prices or allowances.
      g. Records of plant treatment.
      h. Ambient and substrate condition tests.
      i. Certifications received in lieu of labels on bulk products.
      j. Batch mixing and bulk delivery records.
      k. Testing and qualification of tradesmen.
      l. Documented qualification of installation firms.
      m. Load and performance testing.
      n. Inspections and certifications by governing authorities.
      o. Leakage and water-penetration tests.
      p. Final inspection and correction procedures.
      q. Field test reports.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

3.1 RECORDING

A. Post changes and modifications to the As-Built Documents as they occur. Do not wait until the end of the Project. The University's Representative and IOR will periodically review As-Built Documents to determine compliance with this requirement.

B. Current updated As-Built Documents shall be made available to the University's Representative and IOR for review at the time of submitting applications for payment.

C. Per the General Conditions, the University has the right to withhold payment until As-Built Documents are completed and current to date as of the latest application for payment.

END OF SECTION
SECTION 02 4116
DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Furnishing labor, materials and equipment necessary for demolition, dismantling, cutting and alterations as indicated, specified, or required for completion of the Work. Includes items such as the following:

1. Protection of existing improvements to remain.
2. Cleaning existing improvements to remain.
3. Disconnecting and capping utilities.
4. Removing debris, waste materials, and equipment.
6. Salvageable items to be retained by the Owner.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 01 1100 - Summary of Work.
3. Section 01 5000 - Construction Facilities and Temporary Controls.
4. Section 01 7329 - Cutting and Patching.
5. Section 01 7419 - Construction and Demolition Waste Management.
6. Division 22 — Plumbing.
7. Division 23 — HVAC.
8. Division 26 — Electrical.

1.03 QUALITY ASSURANCE

A. Perform the Work of this section by workers skilled in the demolition of buildings and structures. Perform the Work of this section under direct superintendence at all times.

B. Prior to commencement of Work, schedule a walkthrough with the PROJECT MANAGER, to confirm Owner property items have been removed from
scheduled Work areas. Identify and mark remaining property items and schedule their removal.

C. Coordinate demolition for the correct sequence, limits, and methods. Schedule demolition Work to create least possible inconvenience to the public and facility operations.


1.04 PROJECT CONDITIONS

A. Drawings may not indicate in detail all demolition Work to be performed. Examine existing conditions to determine the full extent of required demolition.

B. Repair damage to existing improvements or damage due to excessive demolition.

C. Provide all measures to avoid excessive damage from inadequate or improper means and methods, improper shoring, bracing or support.

D. If conditions are encountered that varies from those indicated, promptly notify TTG for clarification before proceeding.

PART 2 - PRODUCTS

2.01 HANDLING OF MATERIALS

A. Items scheduled for salvage by the Owner shall be delivered to a location designated by the TTG PROJECT MANAGER. Items shall be cleaned, packaged and labeled for storage.

B. Items scheduled for reuse shall be stored on the Project site and protected from damage, theft and other deleterious conditions.

PART 3 - EXECUTION

3.01 GENERAL

A. Protection:

1. Do not commence demolition until safety partitions, barricades, warning signs and other forms of protection are installed. Refer to Section 01 5000 - Construction Facilities and Temporary Controls.

2. Provide safeguards, including warning signs, lights and barricades, for protection of workers, occupants, and the public.

B. If safety of existing construction appears to be endangered, take immediate measures to correct such conditions; cease operations and immediately notify the PROJECT MANAGER.
3.02 DEMOLITION

A. Do not throw or drop materials. Furnish ramps or chutes as required by the Work.

B. Remove existing construction only to extent necessary for proper installation of Work and interfacing with existing construction. Cut back finished surfaces to straight, plumb or level lines as required for a smooth transition.

C. Where openings are cut oversize or in improper locations, replace or repair to required condition.

3.03 CUTTING EXISTING CONCRETE

A. Cutting of existing concrete shall be performed by skilled workers familiar with the requirements and space necessary for placing concrete. Perform concrete cutting with concrete cutting wheels and hand chisels. Do not damage concrete intended to remain.

B. Extent of cutting of structural concrete shall be as indicated on Drawings. Cutting of non-structural concrete shall be as indicated on Drawings or as reviewed by the Architect or structural engineer. Replace concrete demolished in excess of amounts indicated.

C. Prior to cutting or coring concrete, determine locations of hidden utilities or other existing improvements and provide necessary measures to protect them from damage.

3.04 REMOVAL OF EXISTING PLUMBING AND ELECTRICAL EQUIPMENT AND SERVICES

A. Remove existing plumbing and electrical equipment fixtures and services not indicated for reuse and not necessary for completion of the Work. Remove abandoned lines and cap unused portions of existing lines.

3.05 REMOVAL OF OTHER MATERIALS

A. Masonry: Cut back to joint lines and remove mortar without damaging units to remain. Allow space for repairs to backing where applicable.

B. Woodwork: Cut or remove to a joint or panel line.

C. Roofing: Remove as required, including accessory components such as insulation and flashings. At penetrations through existing roofing, trim cut edges back to sound roofing with openings restricted to the minimum size necessary to receive Work.

D. Sheet Metal: Remove back to joint, lap, or connection. Secure loose and unfastened ends or edges and provide a watertight condition. Re-seal as required.
E. Glass: Remove broken or damaged glass and clean rebates and stops of glazing channels.

F. Modular materials such as acoustical ceiling panels, resilient tile, or ceramic tile: Remove to a natural joint without leaving damaged or defective Work where joining new Work. After flooring removal, clean substrates to remove setting materials and adhesives.

G. Gypsum Board: Remove to a panel joint line on a stud or support line.

H. Plaster: Saw cut plaster on straight lines, leaving a minimum 2-inch width of firmly attached metal lath for installing new lath and plaster.

I. Remove existing improvements not specifically indicated or required but necessary to perform Work. Cut to clean lines, allowing for installation of Work.

3.06 PATCHING

A. Patch or repair materials to remain when damaged by the performance of the Work of this section. Finish material and appearance of patch and/or repair Work shall match existing.

3.07 CLEANING

A. Clean existing materials to remain with appropriate tools and equipment.

B. Protect existing improvements during cleaning operations.

C. Debris shall be dampened by fog water spray prior to transporting by truck.

D. Debris pick-up area shall be kept broom-clean and shall be washed daily with clean water.

E. Remove waste and debris, other than items to be salvaged. Turn over salvaged items to Owner, or store and protect for reuse where required. Continuously clean up and remove items as demolition Work progresses.

F. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION
SECTION 07 8413
PENETRATION FIRESTopping

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Penetrations for the passage of duct, cable, cable tray, conduit, piping, electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.

2. Mineral fiber insulation, fire safing, and safing edge of floor slabs and curtain walls.

3. Damming material, clips, and closures.

4. Gaps between the top of walls and ceilings or roof assemblies.

5. Expansion joints in walls and floors.

6. Openings around structural members which penetrate floors or walls.

B. Related Requirements:

1. Division 01 - General Requirements.

2. Section 03 3000 - Cast-in-Place Concrete.

3. Section 04 2200 - Concrete Unit Masonry.

4. Section 07 2100 - Thermal Insulation.

5. Section 07 9200 - Joint Sealants.

6. Division 22 - Plumbing.

7. Division 23 - HVAC.

8. Division 26 - Electrical.


1.02 REFERENCES

A. ASTM Standards:

B. Underwriters Laboratories, Inc.
3. UL 1479 – Fire Tests of Through Penetration Firestops.
5. UL Fire Resistance Directory.

C. Testing Services:
1. Intertek ES SAT.
2. Southwest Research Institute.
3. Underwriters Laboratories.


E. California Building Code, Chapter 7 Fire Tests of Through-Penetration Fire Stops.


1.03 SYSTEM DESCRIPTION

A. Provide fire stops and smoke seals to prevent the passage of fire, smoke, toxic gasses or water from one floor or area to another. Seal openings in floors, fire rated walls and permanent partitions penetrated by pipes, ducts, conduits and other items as shown, specified, and as required for the type of construction.

B. Mineral fiber insulation installed as fire safing at non-rated penetrations not containing pipes, ducts, conduits, and other items in floor slabs, wall partitions,
construction-joint conditions between slabs and adjacent construction and where indicated or required.

C. Provide damming material, clips, and closures as required for support and containment of dams, and other insulation materials required for tested and rated fire stop systems.

1.04 QUALITY ASSURANCE

A. Performance Criteria:

1. Provide materials and Work to conform to source quality control criteria specified herein and CBC requirements in fire resistant wall and floor assemblies to prevent the passage of fire, smoke, and toxic gases.

2. Installed fire stops shall be of sufficient thickness, width, and density to provide a fire resistance rating at least equal to the floor, wall, or partition construction into which it is installed.

B. Comply with CBC requirements for fire rated construction.

C. Qualifications of Manufacturer: Products furnished for fire stopping and smoke seals shall be manufactured by a firm which has been continuously and regularly employed in the manufacture of these materials for a period of at least 5 years; and which can provide evidence of these materials being satisfactorily installed on at least 5 projects of similar size and type within such period.

D. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for at least 5 consecutive years; and can provide evidence of satisfactory completion of 5 projects of similar size and scope. Installer shall have applicators trained and certified by manufacturer for performing this Work. Comply with requirements of FICA Manual of Practice.

E. For those firestop applications that exist for which no UL tested system is available through a manufacturer, an engineering judgment derived from similar UL system designs or other tests will be submitted to local authorities having jurisdiction for their review and approval prior to installation. Engineering judgment drawings must follow requirements set forth by the International Firestop Council.

1.05 SUBMITTALS

A. Product Data:

1. Submit manufacturer's Product Data for each type of fire stop and smoke seal material proposed for installation. Indicate product characteristics, typical installations, performance, and limitation criteria and test data.

2. Submit manufacturer's printed installation instructions for each type of product, system, and construction required for the Work. Indicate fire resistance rating of each installation.
3. Submit fire test reports from independent testing agency indicating the following:
   a. Fire test report of fire stop material installed to substrate and penetration materials similar to the Work of this section. Test to indicate both Fire Resistance (F) and Temperature (T) Ratings.
   b. Test reports of products to be installed shall indicate conformance to ASTM E814, UL rating with UL classified system description, and UL classified system detail.
   c. Test reports of products to be installed shall indicate conformance to systems included in the Intertek Directory.

B. Field Samples: None Required
C. Manufacturer's Qualifications: Submit evidence of conformance with qualification requirements specified above.
D. Installer's Qualifications: Submit evidence of conformance with qualification requirements specified above.

1.06 DELIVERY, STORAGE AND HANDLING
A. Deliver products to the Project site in manufacturer's original, unopened containers bearing correct UL labeling.
B. Fire stop material shall be stored above grade in an area protected from detrimental weather and moisture conditions and in compliance with manufacturer's requirements, including temperature restrictions.
C. Fire stop and seal materials shall be installed before expiration of shelf life.

PART 2 - PRODUCTS
2.01 MANUFACTURERS
A. Unless otherwise noted, products of this section shall be as manufactured by:
   1. 3M Fire Protection Products.
   2. Hilti, Inc.
   4. Tremco, Inc.
   5. Equal.
B. Provide materials and systems of specified manufacturers to suit penetration and substrate as determined by various conditions of installation.

C. Provide firestopping composed of components that are compatible with the substrates forming openings and the items penetrating the firestop, under conditions of service and application, as demonstrated by the fire stopping manufacturer based on testing and field experience.

2.02 MATERIALS

A. Cast-in Firestop Devices: Pre-installed firestop devices penetrating cast-in-place concrete decks and concrete over metal decks, for use with combustible and non-combustible pipe, (closed and open systems) insulated pipe, conduits and cable bundles. Provide metal deck adapters and top seal plugs.

1. 3M: Fire Barrier Cast-in-Place Devices.
2. Hilti: CP 653 Speed Sleeve; CP 680 Cast-in-Place FS Device
3. Tremco: CIPP Plastic, CIPP Metal.
4. Nelson Firestop Products
5. Equal.

B. Firestop Collar: Made of galvanized steel housing and Intumescent inserts for firestopping combustible pipes through walls and floors. For use with concrete, masonry, wood floor and gypsum wall assemblies. Provide two collars on walls, one on each side, and one collar on underside of floors.

1. 3M: Plastic Pipe Device PPD.
3. Tremco: TREMstop D.
5. Equal.

C. Fire Block: Intumescent flexible block based on a two component foam, for use in walls and floors and concrete, masonry and gypsum wall assemblies. For large openings containing multiple penetrations: wall openings up to 48 inches by 48 inches and floors up to 36 inches by 36 inches.

1. 3M: Fire Barrier Self-Locking Pillow.
3. Tremco: TREMstop PS1, TREMstop PS2.
5. Equal.

D. Firestop Mortar: Fire-resistant mortar suitable for fireproofing large horizontal or vertical, concrete or masonry openings penetrated by single or multiple non-combustible pipes or cable trays.
   1. 3M: Fire Barrier Mortar.
   3. Tremco: TREMstop Mortar.
   5. Equal.

E. Firestop Putty Stick: Intumescent, non-hardening, firestop putty for single or bundled cables and non-combustible pipe penetrations. For use in horizontal or vertical, concrete, masonry or gypsum wall assemblies.
   1. 3M: MP + Stix.
   2. Hilti: CP 618 and CP 619T.
   3. Tremco: TREMstop MP Putty Stick.
   5. Equal.

F. Firestop Putty Pad: Moldable firestop putty for protection of electrical outlet boxes.
   1. 3M: MPP+.
   3. Tremco: TREMstop MP Putty Pad.
   5. Equal.

G. Firestop Sealant: Smoke, gas and water resistant. For use in horizontal or vertical, concrete, masonry or gypsum wall assemblies.
   1. Two or single component intumescent system for protection of combustible and non-combustible pipe, conduit and cable penetrations.
      a) 3M: CP-25WB+, IC-15WB+, 3000WT.
b) Hilti: FS ONE.

c) Tremco: TREMstop IA+ or FyreCaulk.


e) Equal.

2. Silicone based system that provides maximum movement in fire-rated joint applications and pipe penetrations.

a) 3M: 2000+, 2000 NS.

b) Hilti: CP 601S.

c) Tremco: TREMstop Fyre-sil.


e) Equal.

3. Acrylic based system that provides movement capability in fire rated joints and seals through penetration applications.

a) 3M: FD 150+.

b) Hilti: CP 606.

c) Tremco: TREMstop Acrylic GG.


e) Equal.

4. Self-leveling silicone-based firestop sealant for use with through penetrations and construction floor joints.

a) 3M: 1000 SL.

b) Hilti: CP 604.

c) Tremco: TREMstop Fyre-sil S.L.

d) Nelson Firestop Products: CLK AA539, AA552.

e) Equal.

H. Firestop Wrap Strip: Wrap strip of intumescent, flexible firestop for use with plastic and insulated pipe penetrations. For use in horizontal or vertical, concrete, masonry or gypsum wall assemblies.
3. Tremco: TREMstop SuperStrip or TREMstop WS.
4. Nelson Firestop Products: MCT, MPS.
5. Equal.

I. Fire Safing, Mineral Fiber or Ceramic Wool Non-Combustible Insulation:

1. Mineral Fiber: Density 4 pounds per cubic foot, USG Thermafiber, Johns Manville Industrial Insulation Group (IIG), Roxul AFB, or equal.

2. Ceramic Wool: Density 6 pounds per cubic foot, Johns Manville "Ceramic Fiber Insulation", Unifrax "Fiberfrax" ceramic fiber, or equal. Provide material in tested thickness for required hour rating.
   a. Flame Spread: Less than or equal to 25.
   b. Smoke developed: Less than or equal to 50.

3. For mineral fiber, provide 20 gage minimum size metal retainer clips and plates for fire safing support in vertical applications and in compliance with tested system design.

J. Supplemental Material: Provide supplementary materials required for complete, fire rated, installation.

2.03 SOURCE QUALITY CONTROL

A. Fire stop and smoke seal material shall be tested by an independent testing agency for conformance to Flame (F) and Temperature (T) requirements of ASTM E814/UL 1479.

B. Conform to UL Fire Hazard Classification Requirements. Material shall be classified as a fill, void, or cavity material and system for UL Through Penetration Firestop System.

C. Material shall be tested and shall display Flame Spread Index of 25 or less, and Smoke Developed Index of 450 or less when tested in accordance with ASTM E84.

PART 3 - EXECUTION

3.01 APPLICATION REQUIREMENTS

A. Provide single component fire stop sealant or putty:
1. Within penetrations subject to movement including conduit, cable bundles, buss duct, and noncombustible pipe.

2. As a sealant or caulking for smoke barrier construction, fire, and smoke dampers, mechanical/electrical framed elements in masonry and gypsum board partition systems, and other conditions.

B. Provide mineral fiber insulation for fire safing at joints and openings through floor slabs, walls, and partitions not indicated to be grouted, gaskets, sealed or otherwise made sound or air tight in this or other sections. Fire safing shall be packed and wedged solidly from both sides of walls and partitions, and from both top and bottom sides of slabs with noncombustible mineral fiber insulation.

3.02 PREPARATION

A. Examine the areas and conditions where fire stops and smoke seals are to be installed for conditions detrimental to the proper completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected for rated fire protection.

B. Surface to receive fire stops or smoke seals shall be free of dirt, dust, grease, form release agents, or other matter that would impair the bond of the fire stop material to the substrate or penetrating items. Substrate shall be frost free and when required, dry.

C. Voids and cracks in substrate shall be filled and unnecessary projections removed before installation of fire stops.

D. Assure that all pipes, conduit, cable, and other items, which penetrate fire rated construction, have been permanently installed before installation of fire stops. Schedule and sequence the Work to assure that partitions and other construction, which would conceal penetrations, are not installed before the installation of fire stops and smoke seals.

E. Comply with manufacturer’s recommendations for temperature and humidity conditions before, during, and after installation of fire stops and smoke seals.

3.03 INSTALLATION

A. General: Provide installation in accordance with manufacturer’s installation procedures, as required. Install fire stops in accordance with fire test reports, UL Fire Resistance Directory, Intertek Testing Services Directory or SpecDirect, and reviewed Sample installations.

B. Dam Construction:

1. Install dams when required to properly contain fire stopping materials within openings and as required to achieve fire resistance rating as tested and rated.
2. Provide in conformance with installation requirements for type of floor, wall, and partition construction, and as recommended by fire stop manufacturer.

3. Combustible damming material shall be removed after appropriate curing. Noncombustible damming material may be left as a permanent component of the fire stop system.

4. Placement of dams shall not interfere with function, or adversely affect the appearance, of adjacent construction.

C. Installation of Single Component Fire Stop Sealant:

1. Provide noncombustible insulation as required to achieve fire resistance rating.

2. Install with manual or powered sealant gun. For up to 3 hour rating, install to the thickness required by the Listed System Designs as directed for wall and floor applications.

3. Surface of gun grade fire stop sealant shall be tooled with clean potable water.

4. Remove excess materials from adjacent surfaces within 10 minutes, with either water or other material compatible with sealant and recommended by sealant manufacturer, leaving the Work in a neat, clean condition.

D. Installation of Cementitious Fire Stop Mortar:

1. Mixing: Add dry powder to water and mix with mechanical mixer or hand mixing tools. Ratio and duration of mix shall be as instructed by fire stop mortar manufacturer. Average wet density of mortar shall be 70 pounds per cubic foot (plus or minus 5).

2. Wet surfaces before installation of fire stop mortar. Mortar may be hand installed or pumped into the opening.

3. When installing around layered and grouped cables, vibrate or move the cables slightly to prevent voids from forming between the cables.

4. Exposed surfaces shall be finished with conventional plastering tools before curing.

5. Allow at least 48 hours for initial cure before form removal. For full cure allow 28 days.

3.04 FIELD QUALITY CONTROL

A. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.
B. Repair damaged areas and restore integrity of assembly.
C. Keep areas of work accessible until inspection by authorities having jurisdiction.

3.05 PROTECTION
A. Protect the Work of this section until Substantial Completion.

3.06 CLEANUP
A. Clean surfaces adjacent to sealed openings and joints and remove excess of firestopping materials.
B. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION
PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Interior and exterior painting.

B. Following items shall not be painted:
   1. Brass valves, chromium or nickel-plated piping and fittings.
   2. Boiler control panels and control systems.
   3. Fabric connections to fans.
   4. Flexible conduit connections to equipment, miscellaneous name plates, stamping, and instruction labels and manufacturer's data.
   5. Mechanical and electrical utility lines, piping and heating and ventilation ductwork in tunnels, under-floor excavated areas or crawl spaces, attic spaces and enclosed utility spaces.
   6. Floodlight, parking light poles and loudspeaker poles, metal stairs, handrails and chain-link fence with a galvanized finish, unless otherwise noted.
   7. Structural and miscellaneous steel, open web steel joists and metal floor decking, which will not be exposed in final construction, shall have no finish other than one coat of shop primer.
   8. Hardboard covering on tops and backs of counters and benches.
   9. Brass, bronze, aluminum, lead, stainless steel and chrome or nickel-plated surfaces.
   10. Non-metallic walking surfaces unless specifically shown or specified to be painted.

1.02 REGULATORY REQUIREMENTS

A. Paint materials shall comply with the Food and Drug Administration’s (F.D.A.) Lead Law and the current rules and regulations of local, state and federal agencies governing the use of paint materials.
1.03 SUBMITTALS

A. List of Materials: Before submittal of samples, submit a complete list of proposed paint materials, identifying each material by distributor's name, manufacturer's name, product name and number, including primers, thinners, and coloring agents, together with manufacturers' catalog data fully describing each material as to contents, recommended installation, and preparation methods. Identify surfaces to receive various paint materials.

B. Material Samples: Submit manufacturer's standard colors samples for each type of paint specified. Once colors have been selected, submit Samples of each color selected for each type of paint accordingly:

1. Samples of Paint and Enamel must be submitted on standard 8 ½” x 11” Leneta Opacity-Display Charts. Each display chart shall have the color in full coverage. The sample shall be prepared from the material to be installed on the Work. Identify the school on which the paint is to be installed, the batch number, the color number, the type of material, and the name of the manufacturer.

2. Elastomeric shall be submitted in duplicate samples of the texture coating. Samples will be not less than 2 ½ by 3 ½ in size and installed upon backing. Finished Work will match the reviewed Sample in texture.

3. Materials and color samples shall be reviewed before starting any painting.

C. For transparent and stained finishes, prepare samples on same species and quality of wood to be installed in the Work, with written description of system used.

1.04 QUALITY ASSURANCE

A. Certification of Materials: With every delivery of paint materials, the manufacturer shall provide written certification the materials comply with the requirements of this section.

B. Coats: The number of coats specified is the minimum number. If full coverage is not obtained with the specified number of coats, install additional coats as required to provide the required finish.

C. Install coats and undercoats for finishes in strict accordance with the recommendations of the paint manufacturer as reviewed by the Architect.

D. Paint materials shall comply with the following as a minimum requirement:

1. Materials shall be delivered to Project site in original unbroken containers bearing manufacturer's name, brand number and batch number.
2. Open and mix ingredients on premises in presence of the Project Inspector.

1.05 DELIVERY, STORAGE AND HANDLING

A. Storage and Mixing of Materials: Store materials and mix only in spaces suitable for such purposes. Maintain spaces clean and provide necessary precautions to prevent fire. Store paint containers so the manufacturer’s labels are clearly displayed.

1.06 SITE CONDITIONS

A. Temperature: Do not install exterior paint in damp, rainy weather or until surface has thoroughly dried from effects of such weather. Do not install paint, interior, or exterior, when temperature is below 50 degrees F, or above 90 degrees F, or dust conditions are unfavorable for installation.

1.07 WARRANTY

A. Manufacturer shall provide a three year material warranty.

B. Installer shall provide a three year application warranty.

1.08 MAINTENANCE

A. Provide at least one gallon of each type, color and sheen of paint coating installed. Label containers with color designation indicated on Drawings.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS

A. Furnish the products of only one paint manufacturer unless otherwise specified or required. Primers, intermediate and finish coats of each painting system must all be the products of the same manufacturer, including thinners and coloring agents, except for materials furnished with shop prime coat by other trades.

B. Factory mix paint materials to correct color, gloss, and consistency for installation to the maximum extent feasible.

C. Paint materials to be minimum “Architectural Grade”.

D. Gloss degree standards shall be as follows:

<table>
<thead>
<tr>
<th>Gloss Degree</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH GLOSS</td>
<td>70 and above</td>
</tr>
<tr>
<td>EGGSHELL</td>
<td>30 to 47</td>
</tr>
<tr>
<td>SEMI-GLOSS</td>
<td>48 to 69</td>
</tr>
<tr>
<td>SATIN</td>
<td>15 to 29</td>
</tr>
</tbody>
</table>

2.02 MANUFACTURERS
A. Acceptable manufacturers, unless otherwise noted:
   1. Dunn-Edwards Corporation Paints
   2. Frazee Paints and Wall coverings
   3. Vista Paints
   4. Sherwin Williams
   5. ICI Paints

PART 3 - EXECUTION

3.01 PREPARATION

A. Examine surfaces to receive paint finish. Surfaces which are not properly prepared and cleaned or which are not in condition to receive the finish specified shall be corrected before prime coat is installed.

B. New woodwork shall be thoroughly cleaned, hand sandpapered, and dusted off. Nail holes, cracks or defects in Work shall be filled. On stained woodwork, fill shall be colored to match stain. Filling shall be performed after the first coat of paint, shellac or varnish has been installed.

C. Plaster surfaces except veneer plaster shall be allowed to dry at least 3 weeks before painting. Veneer plaster shall be allowed to dry sufficiently to receive paint as determined by moisture meter tests.

D. Metal surfaces to be painted shall be thoroughly cleaned of rust, corrosion, oil, foreign materials, blisters, and loose paint.

E. Do not install painting materials to wet, damp, dusty, dirty, finger marked, rough, unfinished or defective surfaces.

F. Concrete surfaces shall be dry, cleaned of dirt and foreign materials and in proper condition to receive paint. Neutralize spots demonstrating effects of alkali.

G. Mask off areas where necessary.

3.02 APPLICATION

A. Backpainting: Immediately upon delivery to the Project site, finish lumber and millwork shall be backpainted on surfaces that will be concealed after installation. Items to be painted shall be backpainted with priming coat specified under "Priming".
B. Priming: New wood and metal surfaces specified to receive paint finish shall be primed. Surfaces of miscellaneous metal and steel not embedded in concrete, and surfaces of unprimed plain sheet metal Work shall be primed immediately upon delivery to the Project site. Galvanized metal Work and interior and exterior woodwork shall be primed immediately after installation. Priming of surfaces and priming coat shall be as follows:


2. Exterior Woodwork and Wood Doors: Prime with one coat of exterior waterborne emulsion wood primer.

3. Interior Woodwork: Where indicated to be painted, prime with one coat of waterborne wood primer.

4. Stain: Woodwork indicated to receive a stain and varnish finish shall be stained to an even color with water borne stain. On open-grained hardwood, mix stain with paste filler and completely fill pores in wood.

5. Galvanized Metal Work: Clean oil, grease and other foreign materials from surfaces. Install vinyl wash pretreatment coating. Follow manufacturer's instructions for drying time, and then prime with one coat of metal primer.

6. Unprimed Iron, Steel, and Other Uncoated Metals: Where specified to be painted, prime with one coat of metal primer.

7. Shop Primed Metal Items: Touch up bare and abraded areas with metal primer before installation of second and third coats.

8. Coats shall be installed evenly and with full coverage. Finished surfaces shall be free of sags, runs and other imperfections.

C. Allow at least 24 hours between coats of paint.

D. Rollers shall not be used on wood surfaces.

E. Each coat of painted woodwork and metal, except last coat, shall be sandpapered smooth when dry. Texture-coated gypsum board shall be sanded lightly to remove surface imperfections after first coat of paint has been installed.

F. Each coat of paint or enamel shall be a slightly different tint as required. Each coat of paint, enamel, stain, shellac, and varnish will be inspected by the IOR before next coat is applied. Notify the Project Inspector that such Work is ready for inspection.

1. Tinting Guideline: The first coat, primer/undercoat(s) to be untinted or tinted up to 50 percent lighter or darker (at the discretion of the installer) than the finish coat. The second coat (or third coat if a seal coat and undercoat have been specified) is to be factory tinted in the range of 10 percent to 15 percent lighter or darker (at the discretion of the installer) than the finish...
coat. The final coat is to be factory tinted to the required color selected. These tinting guidelines shall be provided on all surfaces receiving paint.

G. Do not "paint-out" UL labels, fusible links and identification stamps.

H. Paint Roller, brush and spray.
   1. Only Paint rollers shall be used on interior plaster, drywall, masonry/plaster and plywood surfaces, nap shall not exceed one half inch in length.
   2. First coat on wood overhang and ceilings shall have material applied by roller and then brushed out in a professional manner to leave surface free of imperfections. Finish coat may be sprayed.
   3. Other surfaces shall have all coatings applied with brushes of proper size.
   4. Spray work is permitted only on radiators, acoustic plaster, masonry and plaster.

I. Where ceilings are specified to be painted, beams, cornices, coves, ornamental features, plaster grilles, etc. shall be included.

J. Ceilings shall be white, including classrooms, storage rooms, offices, arcades, etc. Boiler room and fan room ceiling color shall match adjacent walls.

3.03 CLEANING

A. Remove rubbish, waste, and surplus material and clean woodwork, hardware, floors, and other adjacent Work.

B. Remove paint, varnish and brush marks from glazing material and, upon completion of painting Work, wash and polish glazing material both sides. Glazing material, which is damaged, shall be removed and replaced with new material.

C. Clean hardware and other unpainted metal surfaces with recommended cleaner. Do not furnish abrasives or edged tools.

3.04 SCHEDULE

A. Interior:
   1. Woodwork, Painted: 3 coats.
      a. First Coat: As specified in this section under Priming.
      b. Second and Third Coats: Interior enamel, semi-gloss or gloss as indicated.
   2. Woodwork, Stained and Varnished: 4 coats.
      a. First Coat: As specified in this section under Priming.

3. Wood Corridor doors: 4 coats.
   a. First Coat: As specified in this section under Priming.
   b. Second, Third, and Fourth Coats: Varnish, gloss.

4. Other Wood Doors: 4 coats.
   a. Varnished or painted as indicated.
   b. If varnished, same finish system as painted woodwork, with semi-gloss or gloss finish to match adjacent wall.

5. Miscellaneous Woodwork: 4 coats. Wood items including, but not limited to: stair treads and risers, handrails, rolling ladders, wood base and shoe, chair rails, counter tops and locker room benches.
   a. First Coat: As specified in this section under Priming.

6. Casework: Interior surfaces of casework (except plastic laminate-faced casework) including top, edges and underside of shelving, poles, surfaces of drawers (except fronts), interior surfaces of mailbox pigeonholes, and particle board.
   a. First Coat: Waterborne stain.
   b. Second and Third Coats: Satin varnish.

7. Plaster: 4 coats.
   a. First Coats: Pigmented wall sealer.
   b. Second coat: Enamel under coater.
   c. Third and Fourth Coats – Interior enamel, semi-gloss or gloss as indicated.

   a. First Coat: Drywall sealer.
   b. Second Coat: Enamel under coater.
   c. Third and Fourth Coats: Interior enamel, semi-gloss or gloss as indicated.

9. Concrete: 3 coats.
a. First: Concrete sealer.

b. Second and Third: Interior enamel, semi-gloss or gloss as indicated.

10. Concrete Block: 3 coats.
   a. First: Concrete block filler.
   b. Second and Third: Interior enamel, semi-gloss or gloss as indicated.

11. Metal: Shall be cleaned, pre-treated and painted with 3 coats. Items to be painted include, but are not limited to: exposed structural and miscellaneous steel, metal doors and frames, ladders, table and bench legs.
   a. First Coat: Metal primer.
   b. Second and Third Coats: Interior gloss enamel, except metal doors and frames which shall be semi-gloss or gloss to match adjacent wall.

B. Exterior:

1. Woodwork: 3 coats.
   a. First Coat: As specified in this section under Priming.
   b. Second and Third Coats: Exterior house and trim enamel.

2. Wood Doors: 3 coats.
   a. First Coat: As specified in this section under Priming.

3. Plaster and Stucco: 3 coats. Flat 100 percent acrylic.
   b. Exterior 100 percent acrylic.

4. Concrete: 3 coats. Flat 100 percent acrylic.
   a. First Coat: Concrete sealer.
   b. Second and Third Coats: Exterior 100 percent acrylic.

5. Concrete Block: 3 coats. Flat 100 percent acrylic.
a. First Coat: Concrete block filler.

b. Second and Third Coats: Exterior 100 percent acrylic.

6. Metal: 3 coats. Shall be cleaned and pre-treated. Items to be painted include, but are not limited to: steel columns and miscellaneous steel items, gravel stops, metal doors and frames, hoods and flashings.

   a. First Coat: As specified in this section under Priming.
   

C. Mechanical and Electrical Work:

1. Except where interior mechanical and electrical Work to be painted is specified to receive another paint finish, Work occurring in finished rooms and spaces shall be cleaned, pre-treated, and painted with 3 coats. Items to be painted include, but are not limited to: steel and copper piping, pipes, vents, fittings, ducts, plenums, miscellaneous supports and hangers, electrical conduit, fittings, pull boxes, outlet boxes, unfinished surfaces of plumbing fixtures, miscellaneous metal cabinets, panels, and access doors and panels.

   a. First Coat: As specified in this section under Priming.
   
   b. Second and Third Coats: Interior enamel, semi-gloss or gloss to match adjacent wall or ceiling finish.

2. Insulation and Taping on Pipes and Ducts: 3 coats.

   a. Finished Rooms:

      1) First Coat: Interior waterborne primer.
      
      2) Second and Third Coats: Interior semi-gloss or gloss enamel to match adjoining wall or ceiling finish.

   b. Building Exterior:

      1) First Coat: Exterior waterborne primer.
      
      2) Second and Third Coats: Exterior gloss enamel.

3. Inside surfaces of ducts, vents, dampers and louvers as far back as visible from room in which they open shall be painted with 2 coats of flat black paint.

D. Miscellaneous:

1. Outside Storage Units (wood or metal): 3 coats.
a. First Coat: As specified in this section under Priming.


2. Exterior and interior surfaces of storage bins, and potting tables shall have 3 coats of acrylic stain.

3. Wood compost bins shall be finished with 3 coats of acrylic stain.

3.05 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.06 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION
SECTION 26 05 03
EQUIPMENT WIRING CONNECTIONS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes electrical connections to equipment.

B. Related Sections:
   1. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
   2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCES

A. National Electrical Manufacturers Association:
   1. NEMA WD 1 - General Requirements for Wiring Devices.
   2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit wiring device manufacturer’s catalog information showing dimensions, configurations, and construction.

C. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Submittal procedures.

B. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

1.5 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Obtain and review shop drawings, product data, manufacturer’s wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.

C. Determine connection locations and requirements.

D. Sequence rough-in of electrical connections to coordinate with installation of equipment.
E. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.1 CORD AND PLUGS

A. Manufacturers:
   1. Hubell
   2. Pass and Seymour.
   3. Arrow-Hart.
   4. Substitutions: Section 01 60 00 - Product Requirements.

B. Attachment Plug Construction: Conform to NEMA WD 1.

C. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.

D. Cord Construction: Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

E. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 EXISTING WORK

A. Remove exposed abandoned equipment wiring connections, including abandoned connections above accessible ceiling finishes.

B. Disconnect abandoned utilization equipment and remove wiring connections. Remove abandoned components when connected raceway is abandoned and removed. Install blank cover for abandoned boxes and enclosures not removed.

C. Extend existing equipment connections using materials and methods compatible with existing electrical installations.

3.3 INSTALLATION

A. Make electrical connections.
B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Install receptacle outlet to accommodate connection with attachment plug.

E. Install cord and cap for field-supplied attachment plug.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

3.4 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

B. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

END OF SECTION
SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 PART 1 GENERAL

1.1 SUMMARY

A. Section includes building wire and cable; nonmetallic-sheathed cable; direct burial cable; service entrance cable; armored cable; metal clad cable; and wiring connectors and connections.

B. Related Sections:

1.2 REFERENCES

A. International Electrical Testing Association:

B. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.
   2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.

C. Underwriters Laboratories, Inc.:
   1. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

1.3 SYSTEM DESCRIPTION

A. Product Requirements: Provide products as follows:
   1. Solidconductor for feeders and branch circuits 10 AWG and smaller.
   2. Stranded conductors for control circuits.
   3. Conductor not smaller than 12 AWG for power and lighting circuits.
   4. Conductor not smaller than 16 AWG for control circuits.
   5. Increase wire size in branch circuits to limit voltage drop to a maximum of 3 percent.

B. Wiring Methods: Provide the following wiring methods:
   1. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
   2. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
   3. Above Accessible Ceilings: Use only building wire, Type insulation, in raceway.
4. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
5. Exterior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
6. Underground Locations: Use only building wire, Type THHN/THWN insulation, in raceway.

1.4 DESIGN REQUIREMENTS
A. Conductor sizes are based on copper.
B. Aluminum conductor shall not be used.
C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1.5 SUBMITTALS
A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
B. Product Data: Submit for building wire and each cable assembly type.
C. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors.
D. Test Reports: Indicate procedures and values obtained.

1.6 CLOSEOUT SUBMITTALS
A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
B. Project Record Documents: Record actual locations of components and circuits.

1.7 QUALITY ASSURANCE
A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
B. Perform Work in accordance with State Public Work’s standard.
C. Maintain two copies of each document on site.

1.8 QUALIFICATIONS
A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
1.9 FIELD MEASUREMENTS
   A. Verify field measurements are as indicated on Drawings.

1.10 COORDINATION
   A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
   B. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
   C. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10ft of length shown.

PART 2 PRODUCTS

2.1 BUILDING WIRE
   A. Manufacturers:
      1. Encore Wire Model.
      2. General Cable Co.
      3. Rome Cable.
      4. Southwire.
      5. Substitutions: Section 01 60 00 - Product Requirements.
   B. Product Description: Single conductor insulated wire.
   C. Conductor: Copper.

2.2 WIRING CONNECTORS
   A. Split Bolt Connectors:
      1. ILSCO Model SK.
      2. Blackburn, Model HPS.
      3. Burndy, Model KSU.
      4. Substitutions: Section 01 60 00 - Product Requirements.
   B. Solderless Pressure Connectors:
      1. ILSCO Model SLUIT.
      2. Burndy Model KA-U.
      3. Paduit Model LAM.
      4. Substitutions: Section 01 60 00 - Product Requirements.
   C. Compression Connectors:
      1. ILSCO Model CRL.
      2. Black Burn Model ATL
      3. Burndy Model HYLUG/HYLINK.
      4. Substitutions: Section 01 60 00 - Product Requirements.
2.3 TERMINATIONS

A. Terminal Lugs for Wires 6 AWG and Smaller: Solderless, compression type copper.

B. Lugs for Wires 4 AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify interior of building has been protected from weather.

C. Verify mechanical work likely to damage wire and cable has been completed.

D. Verify raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

A. Route wire and cable to meet Project conditions.

B. Neatly train and lace wiring inside boxes, equipment, and panelboards.

C. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.

D. Special Techniques--Building Wire in Raceway:
   1. Pull conductors into raceway at same time.
   2. Install building wire 4 AWG and larger with pulling equipment.

E. Special Techniques - Cable:
   1. Protect exposed cable from damage.
   2. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure. Do not rest cable on ceiling panels.
   3. Use suitable cable fittings and connectors.

F. Special Techniques - Wiring Connections:
   1. Clean conductor surfaces before installing lugs and connectors.
   2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

G. Install stranded conductors for branch circuits 10 AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.

H. Size lugs in accordance with manufacturer’s recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4 AWG and larger to copper bus bars.

I. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

3.4 WIRE COLOR

A. General:
   1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
      a. Black and red for single phase circuits at 120/240 volts.
      b. Black, red, and blue for circuits at 120/208 volts single or three phase.
      c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.
   2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
      a. Black and red for single phase circuits at 120/240 volts.
      b. Black, red, and blue for circuits at 120/208 volts single or three phase.
      c. Orange, brown, and yellow for circuits at 277/480 volts single or three phase.

B. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.

C. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.

D. Feeder Circuit Conductors: Uniquely color code each phase.

E. Ground Conductors:
   1. For 6 AWG and smaller: Green.
   2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.
3.5 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION
SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Rod electrodes.
   2. Wire.
   3. Grounding well components.
   4. Mechanical connectors.
   5. Exothermic connections.
B. Related Sections:
   1. Section 03 20 00 - Concrete Reinforcing: Bonding or welding bars when reinforcing steel is used for electrodes.
   2. Section 33 79 00 - Site Grounding: Site related grounding components for buildings and facilities.

1.2 REFERENCES
A. Institute of Electrical and Electronics Engineers:
   2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
B. International Electrical Testing Association:
C. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION
A. Grounding systems use the following elements as grounding electrodes:
   1. Metal underground water pipe.
   2. Metal building frame.
   3. Concrete-encased electrode.
   4. Rod electrode.

1.4 PERFORMANCE REQUIREMENTS
A. Grounding System Resistance: 5 ohms maximum.
1.5 SUBMITTALS
A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
B. Product Data: Submit data on grounding electrodes and connections.
C. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

1.6 CLOSEOUT SUBMITTALS
A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
B. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE
A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.
B. Perform Work in accordance with State of Public Work's standard.
C. Maintain two copies of each document on site.

1.8 QUALIFICATIONS
A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.

1.9 PRE-INSTALLATION MEETINGS
A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
B. Convene minimum one week prior to commencing work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING
A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
D. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.
1.11 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

B. Complete grounding and bonding of building reinforcing steel prior concrete placement.

PART 2 PRODUCTS

2.1 ROD ELECTRODES

A. Manufacturers:
   1. Erico, Inc.
   2. O-Z Gedney Co.
   3. Thomas & Betts, Electrical.
   4. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description:
   1. Material: Copper-clad steel.
   3. Length: 10 feet.

C. Connector: Connector for exothermic welded connection (buried connections) and mechanical connectors (in ground wells).

2.2 WIRE

A. Material: Stranded copper.

B. Foundation Electrodes: 4 AWG.

C. Grounding Electrode Conductor: Copper conductor bare size to meet use.

D. Bonding Conductor: Copper conductor bare.

2.3 GROUNDING WELL COMPONENTS

A. Well Pipe: 8 inches NPS by 24 inches long concrete pipe with belled end.

B. Well Cover: Cast iron with legend "GROUND" embossed on cover.

2.4 EXOTHERMIC CONNECTIONS

A. Manufacturers:
   1. Copperweld, Inc.
   2. ILSCO Corporation.
   3. O-Z Gedney Co.
   4. Thomas & Betts, Electrical.
   5. Substitutions: Section 01 60 00 - Product Requirements.
B. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.

2.5 MECHANICAL CONNECTION

A. Description: Bronze connectors, suitable for grounding and bending applications, in configurations requires for the particular installations.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

A. Remove paint surface contaminants at connection points.

3.3 INSTALLATION

A. Install rod electrodes at locations as indicated on Drawings. Install additional rod electrodes to achieve specified resistance to ground.

B. Install grounding and bonding conductors concealed from view.

C. Install grounding well pipe with cover at each rod location. Install well pipe top flush with finished grade.

D. Install grounding electrode conductor and connect to reinforcing steel in foundation footing as indicated on Drawings.

E. Bond together metal siding not attached to grounded structure; bond to ground.

F. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

G. Connect to site grounding system. Refer to Section 33 79 00.

H. Install continuous grounding using underground cold water system and building steel as grounding electrode. Where water piping is not available, install artificial station ground by means of driven rods or buried electrodes.
I. Permanently ground entire light and power system in accordance with CEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.

J. Accomplish grounding of electrical system by using insulated grounding conductor installed with feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with NEC. Install from grounding bus of serving panel to ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service equipment. Ground conduits by means of grounding bushings on terminations at panelboards with installed number 12 conductor to grounding bus.

K. Grounding electrical system using continuous metal raceway system enclosing circuit conductors in accordance with CEC.

L. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground resistance testing in accordance with IEEE 142.

E. Perform leakage current tests in accordance with NFPA 99.

F. Perform continuity testing in accordance with IEEE 142.

G. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION
SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Conduit supports.
   2. Formed steel channel.
   4. Sleeves.
   5. Mechanical sleeve seals.
   6. Firestopping relating to electrical work.
   7. Firestopping accessories.
   8. Equipment bases and supports.

B. Related Sections:
   1. Section 03 30 00 - Cast-In-Place Concrete: Product requirements for concrete for placement by this section.

1.2 REFERENCES

A. ASTM International:

B. FM Global:

C. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.

D. Underwriters Laboratories Inc.:
   3. UL 1479 - Fire Tests of Through-Penetration Firestops.
   5. UL - Fire Resistance Directory.
1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

A. Firestopping Materials: ASTM E119, UL 1479 to achieve fire ratings as noted on Drawings for adjacent construction, but not less than 1 hour fire rating.

B. Firestopping Materials: ASTM E119, UL 1479, to achieve fire ratings of adjacent construction in accordance with UL Design Numbers noted on Drawings.

C. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

A. Firestopping: Conform to CSFM and UL for fire resistance ratings and surface burning characteristics.

B. Firestopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.6 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.

C. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
   2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.

E. Design Data: Indicate load carrying capacity of hangers and supports.

F. Manufacturer's Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.
   2. Firestopping: Submit preparation and installation instructions.
G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

H. Engineering Judgements: For conditions not covered by UL or WH listed designs, submit judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.7 QUALITY ASSURANCE

A. Through Penetration Firestopping of Fire Rated Assemblies: ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
   1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
   2. Floor Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
      a. Floor Penetrations Within Wall Cavities: T-Rating is not required.

B. Through Penetration Firestopping of Non-Fire Rated Floor Assemblies: Materials to resist free passage of flame and products of combustion.
   2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.

C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.

D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.

E. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

F. Perform Work in accordance with State of California Public Work's standard.

G. Maintain two copies of each document on site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.

B. Installer: Company specializing in performing work of this section with minimum three years documented experience.
1.9 PRE-INSTALLATION MEETINGS
   A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
   B. Convene minimum one week prior to commencing work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING
   A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
   B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
   C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

1.11 ENVIRONMENTAL REQUIREMENTS
   A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
   B. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.
   C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.

PART 2 PRODUCTS

2.1 CONDUIT SUPPORTS
   A. Manufacturers:
      1. Allied Tube & Conduit Corp.
      2. Electroline Manufacturing Company.
      3. O-Z Gedney Co.
      4. Substitutions: Section 01 60 00 - Product Requirements.
   B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
   C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
   D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
   E. Conduit clamps - general purpose: One hole malleable iron for surface mounted conduits.

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F. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self locking.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:
   1. Allied Tube & Conduit Corp.
   4. Unistrut Corp.
   5. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.3 SPRING STEEL CLIPS

A. Manufacturers:
   2. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Mounting hole and screw closure.

2.4 SLEEVES

A. Furnish materials in accordance with State of California Public Work's standards.

B. Sleeves for Through Non-fire Rated Floors: 18 gage thick galvanized steel.

C. Sleeves for Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.

D. Sleeves for Through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Prefabricated fire rated sleeves including seals, UL listed.

2.5 FIRESTOPPING

A. Manufacturers:
   1. Dow Corning Corp.
   2. Fire Trak Corp.
   3. Hilti Corp.
   4. International Protective Coating Corp.
   5. 3M fire Protection Products.
   7. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
   1. Silicone Firestopping Elastomeric Firestopping: silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: foam compound.
3. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
4. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
5. Firestop Pillows: Formed mineral fiber pillows.

C. Color: As selected from manufacturer’s full range of colors.

2.6 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Dam Material: Permanent:
   1. Mineral fiberboard.
   2. Sheet metal.

C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

D. General:
   1. Furnish UL listed products.
   2. Select products with rating not less than rating of wall or floor being penetrated.

E. Non-Rated Surfaces:
   1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.
   2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify openings are ready to receive sleeves.

C. Verify openings are ready to receive firestopping.
3.2 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.

B. Remove incompatible materials affecting bond.

C. Install backing or damming materials to arrest liquid material leakage.

D. Obtain permission from Architect/Engineer before using powder-actuated anchors.

E. Obtain permission from Architect/Engineer before drilling or cutting structural members.

3.3 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:
   1. Concrete Structural Elements: Provide, expansion anchors.
   2. Steel Structural Elements: Provide beam clamps.
   3. Concrete Surfaces: Provide expansion anchors.
   5. Solid Masonry Walls: Provide expansion anchors and preset inserts.
   7. Wood Elements: Provide wood screws.

B. Inserts:
   1. Install inserts for placement in concrete forms.
   2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
   3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
   4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

C. Install conduit and raceway support and spacing in accordance with CEC.

D. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

E. Install multiple conduit runs on common hangers.

F. Supports:
   1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
   2. Install surface mounted cabinets and panelboards with minimum of four anchors.
   3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch off wall.
4. Support vertical conduit at every floor.

3.4 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.

B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.

C. Apply firestopping material in sufficient thickness to achieve required fire and smoke.

D. Dam material to remain.

E. Fire Rated Surface:
   1. Seal opening at wall and ceiling as follows:
      a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
      b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
      c. Pack void with backing material.
      d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
   2. Where cable tray, conduit or wireway, penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.

F. Non-Rated Surfaces:
   1. Seal opening through non-fire rated wall, floor, and ceiling, opening as follows:
      a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
      b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
      c. Install type of firestopping material recommended by manufacturer.
   2. Install escutcheons floor plates ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
   3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.
   4. Interior partitions: Seal pipe penetrations at telecommunication rooms and data rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.
3.5 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 3-1/2 inches thick and extending 6 inches beyond supported equipment as indicated on drawings. Refer to Section 03 30 00.

B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.

C. Construct supports of formed steel channel. Brace and fasten with flanges bolted to structure.

3.6 INSTALLATION - SLEEVES

A. Exterior watertight entries: Seal with adjustable interlocking rubber links.

B. Set sleeves in position in forms. Provide reinforcing around sleeves.

C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

D. Extend sleeves through floors two inch above finished floor level. Caulk sleeves.

E. Where conduit or raceway penetrates floor, ceiling, or wall, close off space between conduit or raceway and adjacent work with fire stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

F. Install stainless steel escutcheons at finished surfaces.

3.7 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.8 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.

B. Clean adjacent surfaces of firestopping materials.

3.9 PROTECTION OF FINISHED WORK

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
B. Protect adjacent surfaces from damage by material installation.

END OF SECTION
SECTION 26 05 33

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.

B. Related Sections:
   1. Section 26 05 03 - Equipment Wiring Connections.
   2. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
   4. Section 26 05 53 - Identification for Electrical Systems.
   5. Section 26 27 16 - Electrical Cabinets and Enclosures.
   6. Section 26 27 26 - Wiring Devices.
   7. Section 33 71 19 - Electrical Underground Ducts and Manholes.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
   2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
   3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).

B. National Electrical Manufacturers Association:
   1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
   2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
   3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
   4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
   5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
   6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
   7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.

B. Underground More than 5 feet outside Foundation Wall: Provide thickwall nonmetallic conduit. Provide cast metal boxes.
C. Underground Within 5 feet from Foundation Wall: Provide rigid steel conduit. Provide cast metal boxes.

D. Under Slab on Grade: Provide rigid steel conduit. Provide cast metal boxes.

E. Outdoor Locations, Above Grade: Provide PVC coated rigid steel conduit. Provide cast metal or nonmetallic outlet, pull, and junction boxes.

F. Wet and Damp Locations: Provide rigid steel conduit. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.


1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: Above grade 3/4 inch unless otherwise specified; below grade: One inch unless otherwise specified.

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit for the following:
   1. Flexible metal conduit.
   2. Liquidtight flexible metal conduit.
   3. Nonmetallic conduit.
   4. Flexible nonmetallic conduit.
   5. Nonmetallic tubing.
   6. Raceway fittings.
   7. Conduit bodies.
   8. Surface raceway.
   9. Wireway.
   10. Pull and junction boxes.
   11. Handholes.

C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
B. Project Record Documents:
1. Record actual routing of conduits larger than 2 inch.
2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

C. Protect PVC conduit from sunlight.

1.8 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate installation of outlet boxes for equipment connected under Section 26 05 03.

C. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 PRODUCTS

2.1 METAL CONDUIT

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Rigid Steel Conduit: ANSI C80.1.

C. Rigid Aluminum Conduit: ANSI C80.5.

D. Fittings and Conduit Bodies: NEMA FB 1; all steel fittings.

2.2 PVC COATED METAL CONDUIT

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20 mil thick.

C. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Interlocked steel construction.

C. Fittings: NEMA FB 1.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Interlocked steel construction with PVC jacket.

C. Fittings: NEMA FB 1.

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: ANSI C80.3; galvanized tubing.
C. Fittings and Conduit Bodies: NEMA FB 1; steel compression type.

2.6 NONMETALLIC CONDUIT

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: NEMA TC 2; Schedule 40 PVC.

C. Fittings and Conduit Bodies: NEMA TC 3.

2.7 NONMETALLIC TUBING

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: NEMA TC 2.

C. Fittings and Conduit Bodies: NEMA TC 3.

2.8 WIREWAY

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: General purpose type wireway.

C. Knockouts: Manufacturer's standard.

D. Size: As indicated on Drawings.

E. Cover: Screw cover.

F. Connector: Slip-in.
G. Fittings: Lay-in type with removable top, bottom, and side; captive screws.

H. Finish: Rust inhibiting primer coating with gray enamel finish.

2.9 OUTLET BOXES

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
   1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required.
   2. Concrete Ceiling Boxes: Concrete type.

C. Nonmetallic Outlet Boxes: NEMA OS 2.

D. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Furnish gasketed cover by box manufacturer. Furnish threaded hubs.

E. Wall Plates for Finished Areas: As specified in Section 26 27 26.

F. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.10 PULL AND JUNCTION BOXES

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

C. Hinged Enclosures: As specified in Section 26 27 16.

D. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
   1. Material: Cast aluminum.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

E. In-Ground Cast Metal Box: NEMA 250, Type 6, outside flanged, recessed cover box for flush mounting:
1. Material: Cast aluminum.
2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
3. Cover Legend: “POWER” or “SIGNS”, or as otherwise noted on drawings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

A. Ground and bond raceway and boxes in accordance with Section 26 05 26.

B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.

C. Identify raceway and boxes in accordance with Section 26 05 53.

D. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.3 INSTALLATION - RACEWAY

A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.

B. Arrange raceway supports to prevent misalignment during wiring installation.

C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29; provide space on each for 25 percent additional raceways.

E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports.

F. Do not attach raceway to ceiling support wires or other piping systems.

G. Construct wireway supports from steel channel specified in Section 26 05 29.

H. Route exposed raceway parallel and perpendicular to walls.
I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.

J. Route conduit in and under slab from point-to-point.

K. Maintain clearance between raceway and piping for maintenance purposes.

L. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.

M. Cut conduit square using saw or pipe cutter; de-burr cut ends.

N. Bring conduit to shoulder of fittings; fasten securely.

O. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.

P. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

Q. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2 inch size.

R. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.

S. Install fittings to accommodate expansion and deflection where raceway crosses seismic and expansion joints.

T. Install suitable pull string or cord in each empty raceway except sleeves and nipples.

U. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

V. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.

W. Close ends and unused openings in wireway.

3.4 INSTALLATION - BOXES

A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.

B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.
C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.

D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.

H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

I. Install stamped steel bridges to fasten flush mounting outlet box between studs.

J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

K. Install adjustable steel channel fasteners for hung ceiling outlet box.

L. Do not fasten boxes to ceiling support wires or other piping systems.

M. Support boxes independently of conduit.

N. Install gang box where more than one device is mounted together. Do not use sectional box.

O. Install gang box with plaster ring for single device outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with Section 07 84 00.

B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket.

C. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.

D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
3.6 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

B. Adjust flush-mounting outlets to make front flush with finished wall material.

C. Install knockout closures in unused openings in boxes.

3.7 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.

B. Clean interior of boxes to remove dust, debris, and other material.

C. Clean exposed surfaces and restore finish.

END OF SECTION
SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Labels.
   3. Wire markers.
   5. Stencils.
   7. Lockout Devices.

B. Related Sections:
   1. Section 09 90 00 - Painting and Coating: Execution requirements for painting specified by this section.

1.2 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data:
   1. Submit manufacturer’s catalog literature for each product required.
   2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.

C. Manufacturer’s Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

B. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with State of California Public Work's standard.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Accept identification products on site in original containers. Inspect for damage.

C. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

D. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.

B. Install products only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

1.8 EXTRA MATERIALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for extra materials.

B. Furnish two containers of spray-on adhesive.

PART 2 PRODUCTS

2.1 NAMEPLATES

A. Furnish materials in accordance with State of California Public Work’s Standards.

B. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.

C. Letter Size:
   1. 1/8 inch high letters for identifying individual equipment and loads.
   2. 1/4 inch high letters for identifying grouped equipment and loads.

D. Minimum nameplate thickness: 1/8 inch.

2.2 LABELS

A. Furnish materials in accordance with State of California Public Work's standards.
B. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background.

2.3 WIRE MARKERS
A. Furnish materials in accordance with State of California Public Work's standards.
B. Description: split sleeve type wire markers.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.
   2. Low Voltage and Control Circuits: Wire number as indicated on shop drawings

2.4 CONDUIT AND RACEWAY MARKERS
A. Furnish materials in accordance with State of California Public Work's standards.
B. Description: Labels fastened with adhesive. Black lettering on white background.

2.5 STENCILS
A. Furnish materials in accordance with State of California Public Work's standards.
B. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Raceway: 1/2 inch high letters.
   2. 2-1/2 to 6 inches Outside Diameter of Raceway: 1 inch high letters.
C. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors conforming to the following:
   1. Black lettering on white background.

2.6 UNDERGROUND WARNING TAPE
A. Description: 4 inch wide plastic tape, detectable type, colored yellow with suitable warning legend describing buried electrical lines.

2.7 LOCKOUT DEVICES
A. Lockout Hasps:
   1. Anodized aluminum hasp with erasable label surface; size minimum 7-1/4 x 3 inches.

PART 3 EXECUTION

3.1 PREPARATION
A. Degrease and clean surfaces to receive adhesive for identification materials.
B. Prepare surfaces in accordance with Section 09 90 00 for stencil painting.

3.2 INSTALLATION

A. Install identifying devices after completion of painting.

B. Nameplate Installation:
   1. Install nameplate parallel to equipment lines.
   2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
   3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
   4. Secure nameplate to equipment front using adhesive.
   5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
   6. Install nameplates for the following:
      a. Switchboards.
      b. Panelboards.
      c. Transformers.
      d. Service Disconnects.

C. Label Installation:
   1. Install label parallel to equipment lines.
   2. Install label for identification of individual control device stations.
   3. Install labels for permanent adhesion and seal with clear lacquer.

D. Wire Marker Installation:
   1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
   2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
   3. Install labels at data outlets identifying patch panel and port designation.

E. Stencil Installation:
   1. Apply stencil painting in accordance with Section 09 90 00.

F. Underground Warning Tape Installation:
   1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY
A. Section includes wall switches; wall dimmers; receptacles; multioutlet assembly; and device plates and decorative box covers.

B. Related Sections:
   1. Section 26 05 33 - Raceway and Boxes for Electrical Systems: Outlet boxes for wiring devices.
   2. Section 26 05 34 - Floor Boxes for Electrical Systems: Service fittings for receptacles installed on floor boxes.
   3. Section 26 05 34 - Floor Boxes for Electrical Systems: Poke-through receptacles.

1.2 REFERENCES
A. National Electrical Manufacturers Association:
   1. NEMA WD 1 - General Requirements for Wiring Devices.
   2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS
A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit manufacturer's catalog information showing dimensions, colors, and configurations.

C. Samples: Submit two samples of each wiring device and wall plate illustrating materials, construction, color, and finish.

1.4 QUALIFICATIONS
A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.5 EXTRA MATERIALS
A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish two of each style, size, and finish wall plate.
PART 2 PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
   1. Cooper Wiring Devices.
   2. Harvey Hubbell, Inc.
   3. Leviton Manufacturing Company.
   4. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: NEMA WD 1, Heavy-Duty, AC only general-use snap switch.

C. Body and Handle: Ivory plastic with toggle handle.

D. Ratings: Match branch circuit and load characteristics.

2.2 RECEPTACLES

A. Manufacturers:
   1. Cooper Wiring Devices.
   2. Harvey Hubbell, Inc.
   3. Leviton Manufacturing Company.
   4. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: NEMA WD 1, Heavy-duty general use receptacle.

C. Device Body: Ivory plastic.

D. Configuration: NEMA WD 6, type as indicated on Drawings.

E. Convenience Receptacle: Type 5-20.

F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.3 WALL PLATES

A. Manufacturers:
   1. Cooper Wiring Devices.
   2. Harvey Hubbell, Inc.
   3. Leviton Manufacturing Company.
   4. Substitutions: Section 01 60 00 - Product Requirements.

B. Decorative Cover Plate: Provide standard plate for all convenience outlet, voice/data outlets and similar outlets, equal to Hubbell 302/304 stainless steel.
PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify outlet boxes are installed at proper height.

C. Verify wall openings are neatly cut and completely covered by wall plates.

D. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

A. Clean debris from outlet boxes.

3.3 EXISTING WORK

A. Disconnect and remove abandoned wiring devices.

B. Modify installation to maintain access to existing wiring devices to remain active.

C. Clean and repair existing wiring devices to remain or to be reinstalled.

3.4 INSTALLATION

A. Install devices plumb and level.

B. Install switches with OFF position down.

C. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.

D. Do not share neutral conductor on load side of dimmers.

E. Install receptacles with grounding pole on top.

F. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.

G. Install wall plates on flush mounted switches, receptacles, and blank outlets.

C. Jumbo Cover Plate: Provide standard plate for all convenience outlet, voice/data outlets and similar outlets, equal to Hubbell 302/304 stainless steel.

D. Weatherproof Cover Plate: Gasketed cast galvanized metal plate with threaded and gasketed device cover.
H. Install decorative plates on switch, receptacle, and blank outlets in finished areas.

I. Connect wiring devices by wrapping solid conductor around screw terminal. Install stranded conductor for branch circuits 10 AWG and smaller. When stranded conductors are used in lieu of solid, use crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under device screws.

J. Use jumbo size plates for outlets installed in masonry walls.

K. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33 to obtain mounting heights as indicated on drawings.

B. Install wall switch 48 inches above finished floor.

C. Install convenience receptacle 18 inches above finished floor.

D. Install convenience receptacle 6 inches above counter back splash of counter.

E. Install dimmer 48 inches above finished floor.

F. Coordinate installation of wiring devices with underfloor raceway service fittings provided under Section 26 05 39.

G. Coordinate installation of wiring devices with floor box service fittings provided under Section 26 05 34.

3.6 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect each wiring device for defects.

C. Operate each wall switch with circuit energized and verify proper operation.

D. Verify each receptacle device is energized.

E. Test each receptacle device for proper polarity.

F. Test each GFCI receptacle device for proper operation.
3.7 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

B. Adjust devices and wall plates to be flush and level.

3.8 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.

B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION
SECTION 28 05 29

HANGERS AND SUPPORTS FOR ELECTRONIC SAFETY AND SECURITY

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Conduit supports.
   2. Formed steel channel.
   4. Sleeves.
   5. Mechanical sleeve seals.
   6. Firestopping relating to electrical work.
   7. Firestopping accessories.
   8. Equipment bases and supports.

B. Related Sections:
   1. Section 03 30 00 - Cast-In-Place Concrete: Product requirements for concrete for placement by this section.
   2. Section 26 05 29 - Hangers and Supports for Electrical Systems.
   3. Section 27 05 29 - Hangers and Supports for Communications Systems.

1.2 REFERENCES

A. ASTM International:

B. FM Global:

C. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.

D. Underwriters Laboratories Inc.:
   3. UL 1479 - Fire Tests of Through-Penetration Firestops.
   5. UL - Fire Resistance Directory.
1.3 DEFINITIONS

A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

A. Firestopping Materials: ASTM E119 UL 1479 to achieve fire ratings as noted on Drawings for adjacent construction, but not less than 1 hour fire rating.

B. Firestopping Materials: ASTM E119, UL 1479, to achieve fire ratings of adjacent construction in accordance with UL Design Numbers noted on Drawings.

C. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

A. Firestopping: Conform to applicable code CSFM and UL for fire resistance ratings and surface burning characteristics.

B. Firestopping: Provide certificate of compliance from authority having jurisdiction indicating approval of materials used.

1.6 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings: Indicate system layout with location and detail of trapeze hangers.

C. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
   2. Firestopping: Submit data on product characteristics, performance and limitation criteria.

D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.

E. Design Data: Indicate load carrying capacity of trapeze hangers and hangers and supports.

F. Manufacturer's Installation Instructions:
1. Hangers and Supports: Submit special procedures and assembly of components.

2. Firestopping: Submit preparation and installation instructions.

G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

H. Engineering Judgements: For conditions not covered by UL or WH listed designs, submit judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.7 QUALITY ASSURANCE

A. Through Penetration Firestopping of Fire Rated Assemblies ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
   1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
   2. Floor Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
      a. Floor Penetrations Within Wall Cavities: T-Rating is not required.

B. Through Penetration Firestopping of Non-Fire Rated Floor Assemblies: Materials to resist free passage of flame and products of combustion.
   2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.

C. Fire Resistant Joints in Fire Rated Floor, and Wall Assemblies: UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.

D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.

E. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

F. Perform Work in accordance with State of California Public Work's standard.

G. Maintain two copies of each document on site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.9 PRE-INSTALLATION MEETINGS

A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
B. Convene minimum one week prior to commencing work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

1.11 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
B. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.
C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.

PART 2 PRODUCTS

2.1 CONDUIT SUPPORTS

A. Manufacturers:
   1. Allied Tube & Conduit Corp.
   2. Electroline Manufacturing Company.
   3. O-Z Gedney Co.
   4. Substitutions: Section 01 60 00 - Product Requirements.
B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
E. Conduit clamps - general purpose: One hole malleable iron for surface mounted conduits.

F. Cable Ties: High strength nylon temperature rated to 185 degrees F. Self locking.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:
   1. Allied Tube & Conduit Corp.
   4. Unistrut Corp.
   5. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Galvanized (12 gage) thick steel. With holes 1-1/2 inches on center.

2.3 SPRING STEEL CLIPS

A. Manufacturers:
   1. Copper B-Line System.
   2. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Mounting hole and screw closure.

2.4 SLEEVES

A. Furnish materials in accordance with State of California Public Work's standards.

B. Sleeves for Through Non-fire Rated Floors: 18 gage thick galvanized steel.

C. Sleeves for Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.

D. Sleeves for Through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Prefabricated fire rated sleeves including seals, UL listed.

2.5 FIRESTOPPING

A. Manufacturers:
   1. Dow Corning Corp.
   2. Fire Trak Corp.
   3. Hilti Corp.
   4. International Protective Coating Corp.
   5. 3M fire Protection Products.
   7. Substitutions: Section 01 60 00 - Product Requirements.
B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
1. Silicone Firestopping Elastomeric Firestopping: Silicone elastomeric compound and compatible silicone sealant.
3. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
4. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
5. Firestop Pillows: Formed mineral fiber pillows.

C. Color: As selected from manufacturer’s full range of colors.

2.6 FIRESTOPPING ACCESSORIES

A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.

B. Dam Material: Permanent:
1. Mineral fiberboard.
2. Sheet metal.

C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

D. General:
1. Furnish UL listed products or products tested by independent testing laboratory.
2. Select products with rating not less than rating of wall or floor being penetrated.

E. Non-Rated Surfaces:
1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.
2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify openings are ready to receive sleeves.
C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.

B. Remove incompatible materials affecting bond.

C. Install backing or damming materials to arrest liquid material leakage.

D. Obtain permission from Architect/Engineer before using powder-actuated anchors.

E. Obtain permission from Architect/Engineer before drilling or cutting structural members.

3.3 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:
   1. Concrete Structural Elements: Provide expansion anchors.
   2. Steel Structural Elements: Provide beam clamps.
   3. Concrete Surfaces: Provide expansion anchors.
   5. Solid Masonry Walls: Provide expansion anchors and preset inserts.
   7. Wood Elements: Provide wood screws.

B. Inserts:
   1. Install inserts for placement in concrete forms.
   2. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
   3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
   4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.

C. Install conduit and raceway support and spacing in accordance with CEC.

D. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

E. Install multiple conduit runs on common hangers.

F. Supports:
   1. Fabricate supports from structural steel or formed steel channel. Install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
   2. Install surface mounted cabinets and panelboards with minimum of four anchors.
3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1 inch off wall.

4. Support vertical conduit at every floor.

3.4 INSTALLATION - FIRESTOPPING

A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.

B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.

C. Apply firestopping material in sufficient thickness to achieve required fire and smoke.

D. Remove dam material after firestopping material has cured. Dam material to remain.

E. Fire Rated Surface:
   1. Seal opening at floor, wall, and ceiling, as follows:
      a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
      b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
      c. Pack void with backing material.
      d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
   2. Where cable tray, conduit or wireway penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.

F. Non-Rated Surfaces:
   1. Seal opening through non-fire rated wall, floor and ceiling, as follows:
      a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
      b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
      c. Install type of firestopping material recommended by manufacturer.
   2. Install escutcheons floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
   3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.
4. Interior partitions: Seal pipe penetrations at telecommunication rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.5 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 3-1/2 inches thick and extending 6 inches beyond supported equipment as indicated on Drawings. Refer to Section 03 30 00.

B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.

C. Construct supports of formed steel channel. Brace and fasten with flanges bolted to structure.

3.6 INSTALLATION - SLEEVES

A. Exterior watertight entries: Seal with adjustable interlocking rubber links.

B. Set sleeves in position in forms. Provide reinforcing around sleeves.

C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

D. Extend sleeves through floors 2 inches above finished floor level. Caulk sleeves.

E. Where conduit or raceway penetrates floor, ceiling, or wall, close off space between conduit or raceway and adjacent work with fire stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

F. Install stainless steel escutcheons at finished surfaces.

3.7 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.8 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.

B. Clean adjacent surfaces of firestopping materials.
3.9 PROTECTION OF FINISHED WORK

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.

B. Protect adjacent surfaces from damage by material installation.

END OF SECTION
SECTION 28 05 33
CONDUITS AND BACKBOXES FOR ELECTRONIC SAFETY AND SECURITY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.

B. Related Sections:
   1. Section 26 05 03 - Equipment Wiring Connections.
   2. Section 26 05 33 - Raceway and Boxes for Electrical Systems.
   3. Section 26 27 16 - Electrical Cabinets and Enclosures.
   4. Section 26 27 26 - Wiring Devices.
   5. Section 27 05 33 - Conduits and Backboxes for Communications Systems.
   7. Section 28 05 53 - Identification for Electronic Safety and Security.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
   2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
   3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).

B. National Electrical Manufacturers Association:
   1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
   2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
   3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
   4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
   5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
   6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
   7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
B. Underground More than 5 feet outside Foundation Wall: Provide thin-wall nonmetallic conduit. Provide cast metal boxes or nonmetallic handhole.

C. Underground Within 5 feet from Foundation Wall: Provide rigid steel conduit. Provide cast metal or nonmetallic boxes.

D. In or Under Slab on Grade: Provide rigid steel conduit. Provide cast or nonmetallic metal boxes.

E. Outdoor Locations, Above Grade: Provide PVC coated rigid steel. Provide cast metal or nonmetallic outlet, pull, and junction boxes.

F. Wet and Damp Locations: Provide rigid steel. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.


1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: 3/4 inch unless otherwise specified.

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit for the following:
   1. Flexible metal conduit.
   2. Liquidtight flexible metal conduit.
   3. Nonmetallic conduit.
   4. Raceway fittings.
   5. Conduit bodies.
   6. Wireway.
   7. Pull and junction boxes.
   8. Handholes.

C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
B. Project Record Documents:
   1. Record actual routing of conduits larger than 2 inch.
   2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

C. Protect PVC conduit from sunlight.

1.8 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate installation of outlet boxes for equipment connected under Section 26 05 03.

C. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 PRODUCTS

2.1 METAL CONDUIT

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Rigid Steel Conduit: ANSI C80.1.

C. Rigid Aluminum Conduit: ANSI C80.5.

D. Intermediate Metal Conduit (IMC): Rigid steel.

E. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.
2.2 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Interlocked steel construction.

C. Fittings: NEMA FB 1.

2.3 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Interlocked steel construction with PVC jacket.

C. Fittings: NEMA FB 1.

2.4 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: ANSI C80.3; galvanized tubing.

C. Fittings and Conduit Bodies: NEMA FB 1; malleable iron, compression type.

2.5 NONMETALLIC CONDUIT

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: NEMA TC 2; Schedule 40 PVC.

C. Fittings and Conduit Bodies: NEMA TC 3.

2.6 WIREWAY

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: General purpose or Raintight type wireway.

C. Knockouts: Manufacturer's standard.

D. Size: Length as indicated on Drawings.

E. Cover: Screw cover with full gaskets.

F. Connector: Slip-in.

G. Fittings: Lay-in type with drip shield.

H. Finish: Rust inhibiting primer coating with gray enamel finish.

2.7 OUTLET BOXES

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
   1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required.
   2. Concrete Ceiling Boxes: Concrete type.

C. Nonmetallic Outlet Boxes: NEMA OS 2.
D. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Furnish gasketed cover by box manufacturer. Furnish threaded hubs.

E. Wall Plates for Finished Areas: As specified in Section 26 27 26.

F. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.8 PULL AND JUNCTION BOXES

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

C. Hinged Enclosures: As specified in Section 26 27 16.

D. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
   1. Material: Galvanized cast iron.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

E. In-Ground Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting:
   1. Material: Galvanized cast iron.
   2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
   3. Cover Legend: "ELECTRIC".

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

A. Ground and bond raceway and boxes in accordance with Section 26 05 26.
B. Fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.

C. Identify raceway and boxes in accordance with Section 26 05 53.

D. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.3 INSTALLATION - RACEWAY

A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.

B. Arrange raceway supports to prevent misalignment during wiring installation.

C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29; provide space on each for 25 percent additional raceways.

E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports.

F. Do not attach raceway to ceiling support wires or other piping systems.

G. Construct wireway supports from steel channel specified in Section 26 05 29.

H. Route exposed raceway parallel and perpendicular to walls.

I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.

J. Route conduit in and under slab from point-to-point.

K. Maximum Size Conduit in Slab Above Grade: 3/4 inch. Do not cross conduits in slab.

L. Maintain clearance between raceway and piping for maintenance purposes.

M. Maintain 12 inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.

N. Cut conduit square using saw or pipe cutter; de-burr cut ends.

O. Bring conduit to shoulder of fittings; fasten securely.
P. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.

Q. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

R. Install no more than equivalent of three 90 degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install factory elbows for bends in metal conduit larger than 2 inch size.

S. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.

T. Install fittings to accommodate expansion and deflection where raceway crosses seismic, and expansion joints.

U. Install suitable pull string or cord in each empty raceway except sleeves and nipples.

V. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

W. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.

X. Close ends and unused openings in wireway.

3.4 INSTALLATION - BOXES

A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.

B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.

C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.

D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.

H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

I. Install stamped steel bridges to fasten flush mounting outlet box between studs.

J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

K. Install adjustable steel channel fasteners for hung ceiling outlet box.

L. Do not fasten boxes to ceiling support wires or other piping systems.

M. Support boxes independently of conduit.

N. Install gang box where more than one device is mounted together. Do not use sectional box.

O. Install gang box with plaster ring for single device outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with Section 07 84 00.

B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket.

C. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.

D. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.6 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

B. Adjust flush-mounting outlets to make front flush with finished wall material.

C. Install knockout closures in unused openings in boxes.

3.7 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.

B. Clean interior of boxes to remove dust, debris, and other material.
C. Clean exposed surfaces and restore finish.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Labels.
   3. Wire markers.
   5. Stencils.
   7. Lockout Devices.

B. Related Sections:
   1. Section 09 90 00 - Painting and Coating: Execution requirements for painting specified by this section.
   2. Section 26 05 53 - Identification for Electrical Systems.
   3. Section 27 05 53 - Identification for Communications Systems.

1.2 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data:
   1. Submit manufacturer’s catalog literature for each product required.
   2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.

C. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS (AS APPLICABLE TO SCOPE OF COMMUNICATIONS SYSTEMS INSTALLATION)

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

B. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
B. Installer: Company specializing in performing Work of this section with minimum three years documented experience approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Accept identification products on site in original containers. Inspect for damage.

C. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

D. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.

B. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

1.7 EXTRA MATERIALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for extra materials.

PART 2 PRODUCTS (AS APPLICABLE TO COMPONENTS INSTALLED PER DRAWINGS AND OTHER SPECIFICATION SECTIONS)

2.1 NAMEPLATES

A. Furnish materials in accordance with State of California Public Work's standards.

B. Product Description: Laminated three-layer plastic with engraved black letters on white contrasting background color.

C. Letter Size:
   1. 1/8 inch high letters for identifying individual equipment and loads.

2.2 LABELS

A. Furnish materials in accordance with State of California Public Work's standards.

B. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background.
2.3 WIRE MARKERS
A. Furnish materials in accordance with State of California Public Work's standards.
B. Description: Tubing type wire markers.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.
   2. Control Circuits: Control wire number as indicated on Drawings.

2.4 CONDUIT AND RACEWAY MARKERS
A. Furnish materials in accordance with State of California Public Work's standards.
B. Description: Nameplate fastened with adhesive.

2.5 STENCILS
A. Furnish materials in accordance with State of California Public Work's standards.
B. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Raceway: 1/2 inch high letters.
   2. 2-1/2 to 6 inches Outside Diameter of Raceway: 1 inch high letters.
C. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors conforming to the following:
   1. Black lettering on white background.

2.6 UNDERGROUND WARNING TAPE
A. Description: 4 inch wide plastic tape, detectable type, colored yellow with suitable warning legend describing buried electrical lines.

2.7 LOCKOUT DEVICES
A. Lockout Hasps:
   1. Anodized aluminum hasp with erasable label surface; size minimum 7-1/4 x 3 inches.

PART 3 EXECUTION
3.1 PREPARATION
A. Degrease and clean surfaces to receive adhesive for identification materials.
B. Prepare surfaces in accordance with Section 09 90 00 for stencil painting.
3.2 INSTALLATION

A. Install identifying devices after completion of painting.

B. Nameplate Installation:
   1. Install nameplate parallel to equipment lines.
   2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
   3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
   4. Secure nameplate to equipment front using adhesive.
   5. Secure nameplate to inside surface of door on recessed panels in finished locations.

C. Label Installation:
   1. Install label parallel to equipment lines.
   2. Install label for identification of individual control device stations.
   3. Install labels for permanent adhesion and seal with clear lacquer.

D. Wire Marker Installation:
   1. Install wire marker for each conductor at, pull boxes, outlet and junction boxes.
   2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
   3. Install labels at data outlets identifying patch panel and port designation.

E. Stencil Installation:
   1. Apply stencil painting in accordance with Section 09 90 00.

F. Underground Warning Tape Installation:
   1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION
SECTION 28 31 00
DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this section.

B. The work covered by this section is to be coordinated with related work as specified elsewhere in the specifications. Requirements of the following sections apply:

1. 26.00 Electrical
2. 26.05 Common Work Results for Electrical
3. 21.10 Water-Based Fire-Suppression System
4. 21.22 Clean Agent Fire Extinguishing Systems
5. 23.00 Heating, Ventilating, and Air-Conditioning (HVAC)
6. 25.00 Integrated Automation

C. The system and all associated operations shall be in accordance with the following:

2. Requirements of the following Model Fire Code: NFPA 1 2016 Edition
4. NFPA 70, National Electrical Code, 2016 Edition
6. Local Jurisdictional Adopted Codes and Standards
7. ADA Accessibility Guidelines

1.2 SUMMARY

A. This Section covers fire alarm systems, including initiating devices, notification appliances, controls, and supervisory devices.

B. Work covered by this section includes the furnishing of labor, equipment, and
materials for installation of the fire alarm system as indicated on the drawings and specifications. This will include installation of conduits and fittings, and the wiring system.

C. The Fire Alarm System shall consist of all necessary hardware equipment and software programming to perform the following functions:

1. Fire alarm system detection and notification operations.

2. Control and monitoring of elevators, smoke control equipment, fire suppression systems, emergency power systems, and other equipment as indicated in the drawings and specifications.

3. Two-way supervised firefighter's phone operations.

4. One-way supervised automatic voice alarm operations.

1.3 DEFINITIONS

A. ADA: Americans with Disabilities Act

B. AHJ: Authority Having Jurisdiction

C. ANSI: American National Standards Institute

D. ASME: American Society of Mechanical Engineers

E. FACU: Fire Alarm Control Unit

F. FM: Factory Mutual

G. IBC: International Building Code

H. ICC: International Code Council

I. IDC: Initiating Device Circuit

J. IEEE: Institute of Electrical and Electronic Engineers

K. IFC: International Fire Code

L. IMC: International Mechanical Code

M. IRI: Industrial Risk Insurers

N. LED: Light-emitting diode.

O. NAC: Notification Appliance Circuit

P. NFPA: National Fire Protection Association

R. RAC: Releasing Appliance Circuit
S. SLC: Signaling Line Circuit
T. UL: Underwriters Laboratories
U. ULC: Underwriters Laboratories, Canada

1.4 SCOPE OF WORK

A. Complete upgrade of the existing fire alarm system for the two UCR Bourns Engineering Buildings A and B. The upgrade shall include removal of existing fire alarm signaling and notification devices, remote power supply and associated wires, fire alarm control panel.

B. The new system shall include the new fire alarm control panel to each of the two (2) buildings, associated remote power supply, signaling and notification devices.

1.5 SYSTEM DESCRIPTION

A. General: Provide a complete, non-coded addressable, microprocessor-based fire alarm system with initiating devices, notification appliances, and monitoring and control devices as indicated on the drawings and as specified herein.

B. Power Requirements

1. The control unit shall receive AC power via a dedicated branch circuit breaker.

2. The system shall be provided with sufficient battery capacity to operate the entire system upon loss of normal AC power in a normal supervisory mode for a period of 24 hours with 5 minutes of alarm operation at the end of this period. The system shall automatically transfer to battery standby upon power failure. All battery charging and recharging operations shall be automatic.

3. All circuits requiring system-operating power shall be 24 VDC nominal voltage and shall be individually fused at the control unit.

4. The incoming power to the system shall be supervised so that any power failure will be indicated at the control unit. A green "power on" LED shall be displayed continuously at the user interface while incoming power is present.

5. The system batteries shall be supervised so that a low battery or a depleted battery condition, or disconnection of the battery shall be indicated at the control unit and displayed for the specific fault type.
6. The system shall support NAC Lockout feature to prevent subsequent activation of Notification Appliance Circuits after a Depleted Battery condition occurs in order to make use of battery reserve for front panel annunciation and control.

7. The system shall support 100% of addressable devices in alarm or operated at the same time, under both primary (AC) and secondary (battery) power conditions.

8. Loss of primary power shall sound a trouble signal at the FACU. FACU shall indicate when the system is operating on an alternate power supply.

C. Software: The fire alarm system shall allow for loading and editing instructions and operating sequences as necessary.

1. The system shall be capable of on-site programming to accommodate system expansion and facilitate changes in operation.

2. All software operations shall be stored in a non-volatile programmable memory within the fire alarm control unit. Loss of primary and secondary power shall not erase the instructions stored in memory.

3. Panels shall be capable of full system operation during new site specific configuration download, master exec downloads, and slave exec downloads.

4. Remote panel site-specific software and executive firmware downloads shall be capable of being performed over proprietary fire alarm network communications, and via TCP/IP Ethernet network communications. Ethernet access to any fire alarm panel shall be capable of providing access only to authenticated users through a cryptographically authenticated and secure SSL tunnel. The Contractor shall provide required conduit and cable for connection to nearest server and to network to existing UCR campus fire alarm network.

5. Panels shall automatically store all program changes to the panel’s non-volatile memory each time a new program is downloaded. Panels shall be capable of storing the active site-specific configuration program and no less than 9 previous revisions in reserve. A compare utility program shall also be available to authorized users to compare any two of the saved programs. The compare utility shall provide a deviation report highlighting the changes between the two compared programs.

6. Panels shall provide electronic file storage with a means to retrieve a record copy of the site-specific software and up to 9 previous revisions. Sufficient file storage shall be provided for other related system documentation such as record drawings, record of completion, owner’s manuals, testing and maintenance records, etc.
7. The media used to store the record copy of site-specific software and other related system documentation shall be electrically supervised. If the media is removed a trouble shall be reported on the fire alarm control unit.

D. History Logs: The system shall provide a means to recall alarms and trouble conditions in chronological order for the purpose of recreating an event history. A separate alarm and trouble log shall be provided.

E. Recording of Events: The system shall be capable of recording all alarm, supervisory, and trouble events by means of system printer. The printout shall include the type of signal (alarm, supervisory, or trouble) the device identification, date and time of the occurrence. The printout shall differentiate alarm signals from all other printed indications.

F. Wiring/Signal Transmission:

1. Transmission shall be hard-wired using separate individual circuits for each zone of alarm operation, as required or addressable signal transmission, dedicated to fire alarm service only.

2. System connections for initiating device circuits shall be Class A, Style A, signaling line circuits shall be Class A, Style 6 and notification appliance circuits shall be Class A, Style Z.

3. Circuit Supervision: Circuit faults shall be indicated by a trouble signal at the FACU. Provide a distinctive indicating audible tone and alphanumeric annunciation.

4. Constant Supervision Audio: When provided, audio notification appliance circuits shall be supervised during standby by monitoring for DC continuity to end-of-line resistors.

G. Supplemental Notification and Remote User Access (Fire Panel Internet Interface)

1. Fire Alarm Control Unit (FACU) shall have the capability to provide supplemental notification and remote user access to the FACU using Ethernet and TCP/IP communications protocol compatible with IEEE Standard 802.3.

2. A standard RJ-45 Ethernet connection shall connect to the owner's Ethernet network. Provisions for that connection must be provided at each fire alarm control unit as part of the contract.

3. The means of providing supplemental email and SMS text messaging notification shall be agency listed for specific interfaces and for the purpose described in this section. The use of non-listed external third party products and interfaces is not acceptable.

4. The fire panel internet interface shall be capable of sending automated
notification of discrete system events via email and SMS text messaging to up to 50 individual user accounts and via email to up to 5 distribution lists.

5. Each user account and distribution list shall be capable of being configurable for the specific type of events to be received. Each account shall be configurable to receive notification upon any combination of the following types of events:
   a. Fire Alarm,
   b. Priority 2,
   c. Supervisory,
   d. Trouble,
   e. Custom Action Messages,
   f. Fire Panel Internet Interface Security Violations

6. Each user account and distribution list shall be capable of being configurable for the specific content to be received. Each account shall be configurable to receive any combination of the following message content:
   a. Summary,
   b. Event Information,
   c. Message,
   d. Emergency Contacts,
   e. Host Fire Alarm Control Unit Information

7. Each user account and distribution list shall be capable of being configurable for the type of Fire Alarm Control Unit Logs and Reports to be received. Each account shall be configurable to receive any combination of the following Logs and Reports via email:
   a. Alarm Log,
   b. Trouble Log,
   c. Analog Sensor Status Report,
   d. Analog Sensor Service Report,
   e. Almost Dirty, Dirty and Excessively Dirty Sensor Report,
   f. CO Analog Sensor Service Report,
   g. Addressable Notification Appliance Candela Report,
   h. Addressable Notification Appliance Status Report

8. Each user account and distribution list shall be capable of receiving email distribution of Fire Alarm Control Unit Logs and Reports On-Demand or automatically on a Pre-Determined schedule. Receipt of Logs and Reports shall be capable of being scheduled as follows:
   a. Weekly, or
   b. Bi-weekly, or
   c. Monthly

9. The Fire Alarm Control Unit Logs and Reports shall be sent in CSV file format which can be imported into common database applications for viewing, sorting, and customization.
   a. Each user account shall be capable of being configured to
receive system events via email and/or SMS text messaging.

b. Each distribution list shall be capable of supporting up to 20 email address recipients.

10. The means to provide email notification shall be compatible with SMTP mail servers, ISP email services, and Internet email services. Communication with the email server shall be verified at selectable intervals of 5 to 30 minutes.

11. Email operation shall be capable of being disabled for service by the system administrator.

12. An email log shall be accessible to authorized users. The email log shall display the 25 most recent email notifications sent.

13. The fire panel internet interface for supplemental notification and remote user access shall support:
   a. Secure HTTPS/SSL encrypted connections,
   b. Up to 50 individual password protected user accounts,
   c. Dynamic and Static IP addressing,
   d. IP Address Blocking,
   e. Restricted number of log-in attempts before lock-out configurable from 1 to 20,
   f. Lock-out duration after unsuccessful log-in attempts configurable from 0 to 24 hours,
   g. Email notification to Administrators of unsuccessful log-in attempts,
   h. Automatic lock-out reset upon a new event,
   i. Automatic inactivity logout configurable from 10 minutes to 24 hours,
   j. Firmware updates over Ethernet,
   k. Set-up and configuration via Local Service Port or via Remote Services over LAN/WAN connection

14. Authorized users shall be capable of accessing the fire alarm panel using a compatible web browser (Internet Explorer 6.0 or higher) and a secure HTTPS/SSL encrypted connection.

15. The fire panel internet interface shall support concurrent connections for up to 5 users plus 1 administrator.

16. Authorized users with remote access shall be capable of:
   a. Viewing the fire panel internet interface web home page
      1) The fire panel internet interface home page shall display system status information and provide links to detailed status information and fire alarm panel reports and history logs
      2) The web browser on the user’s computer shall automatically refresh system status information upon a new event
         a) Systems that require a manual refresh to acquire

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updated system status information shall not be accepted
b. Viewing the fire alarm panel detailed card status information
c. Viewing the fire alarm panel detailed point status information
d. Viewing the fire alarm panel reports and history logs
e. Viewing the fire panel internet interface email log
f. Viewing system summary information
g. Accessing Custom Hypertext Links

17. The fire panel internet interface home page shall support customization to display the following information:
   a. Customer Name and Address,
   b. Fire Panel Location or Building Name,
   c. Up to 10 Custom Hypertext Links with Text Descriptions

H. Remote Services Access:

1. Fire Alarm Control Unit (FACU) shall have the capability to provide a remote service access feature using Ethernet and TCP/IP communications protocol compatible with IEEE Standard 802.3. The Remote Access feature shall provide automatic notification of system faults and remote diagnostics of system status for responding technicians prior to arrival on site.

2. A standard RJ-45 Ethernet connection shall connect to the owner's Ethernet network. Provisions for that connection must be provided at each fire alarm control unit as part of the contract.

3. The Ethernet access feature shall be agency listed for specific interfaces and for the purpose described in this section. The use of non-listed external third party interfaces is not acceptable.

4. The internet remote access service function shall provide automated real time off-site reporting of discrete system events to a remote service support center with details of internal FACU fault conditions allowing a pre-site visit analysis of repair requirements.

5. Existing FACU controls shall be capable of retrofitting the Remote Service module as a plug-in upgrade feature.

6. The remote service network shall work on the customers Ethernet infrastructure and be Fire-Wall friendly for two-way communications for off-site reporting. The feature shall be compatible with existing proxy servers and firewalls shall not require any special changes or modifications.

7. The remote service system shall be able to connect to the remote service center without the need for a VPN account or similar tunnel.

8. The remote service system shall be a non Windows based application to protect against conventional virus attacks.
9. The remote service system shall support a secure connection with strong encryption, 128 bit or better, and an optional secondary encryption method if required.

10. The remote service system shall be compatible with virtual LANS (VLAN).

11. The remote service system shall work on an outbound communication premise (panel calls home) in order to eliminate the possibility of any inbound connection into the network (from trusted or non trusted sites).

12. The remote service system shall provide an audit trail of all events and service connections.

13. The Remote Service connection will provide access for panel software downloads and uploads for archiving job specific programs back at the enterprise server.

14. The supplier shall provide a service contract for the Remote Service program that provides the following requirements:
   a. 24/7 recording of FACU service activity.
   b. Off-site diagnostics by a technical specialist to provide repair and parts guidance to the service technician prior to a site visit.

I. Required Functions: The following are required system functions and operating features:

1. Priority of Signals: Fire alarm events have highest priority based upon emergency condition or as required by UCR Fire Marshall. Subsequent alarm events are queued in the order received and do not affect existing alarm conditions. Priority Two, Supervisory and Trouble events have primary, based upon emergency condition or as required by UCR Fire. Signals of a higher-level priority take precedence over signals of lower priority even though the lower-priority condition occurred first. Annunciate all events regardless of priority or order received.

2. Noninterfering: An event on one zone does not prevent the receipt of signals from any other zone. All zones are manually resettable from the FACU after the initiating device or devices are restored to normal. The activation of an addressable device does not prevent the receipt of signals from subsequent addressable device activations.

3. Transmission to an approved Supervising Station: Automatically route alarm, supervisory, and trouble signals to an approved supervising station service provider, under another contract.

4. Annunciation: Operation of alarm and supervisory initiating devices shall be annunciated at the FACU and the remote annunciator,
indicating the type of device, the operational state of the device (i.e. alarm, trouble or supervisory) and shall display the custom label associated with the device.

5. Selective Alarm: A system alarm shall include:
   a. Indication of alarm condition at the FACU and the annunciator(s).
   b. Identification of the device /zone that is the source of the alarm at the FACU and the annunciator(s).
   c. Operation of audible and visible notification appliances until silenced at FACU.
   d. Shutting down supply and return fans serving zone where alarm is initiated.
   e. Closing smoke dampers on system serving zone where alarm is initiated.
   f. Initiation of smoke control sequence.
   g. Transmission of signal to the supervising station.
   h. Initiation of elevator Phase I functions (recall, shunt trip, illumination of indicator in cab, etc.) in accordance with ANSI/ASME A17.1 / CSA B44, Safety Code for Elevators and Escalators, when specified detectors or sensors are activated, as appropriate.

6. Supervisory Operations: Upon activation of a supervisory device such as a flow and tamper switch, the system shall operate as follows:
   a. Activate the system supervisory service audible signal and illuminate the LED at the control unit and the remote annunciator.
   b. Pressing the Supervisory Acknowledge Key will silence the supervisory audible signal while maintaining the Supervisory LED "on" indicating off-normal condition.
   c. Record the event in the FACU historical log.
   d. Transmission of supervisory signal to the supervising station.
   e. Restoring the condition shall cause the Supervisory LED to clear and restore the system to normal.

7. Alarm Silencing: If the "Alarm Silence" button is pressed, all audible and visible alarm signals shall cease operation.

8. Priority Two Operations: Upon activation of a priority two condition such as gas detection, chemical leak detection, intrusion alert, weather alert, the system shall operate as follows:
   a. Activate the system priority two audible signal and illuminate the LED at the control unit and the remote annunciator.
   b. Pressing the Priority 2 Acknowledge Key will silence the audible signal while maintaining the Priority 2 LED "on" indicating off-normal condition.
   c. Record the event in the FACU historical log.
   d. Transmission of priority two signal to the supervising station.
   e. Restoring the condition shall cause the Priority 2 LED to clear
and restore the system to normal.

9. System Reset

a. The "System Reset" button shall be used to return the system to its normal state. Display messages shall provide operator assurance of the sequential steps ("IN PROGRESS", "RESET COMPLETED") as they occur. The system shall verify all circuits or devices are restored prior to resetting the system to avoid the potential for re-alarming the system. The display message shall indicate "ALARM PRESENT, SYSTEM RESET ABORTED."

b. Should an alarm condition continue, the system will remain in an alarmed state.

10. A manual evacuation (drill) switch shall be provided to operate the notification appliances without causing other control circuits to be activated.

11. WALKTEST: The system shall have the capacity of 8 programmable passcode protected one person testing groups, such that only a portion of the system need be disabled during testing. The actuation of the "enable one person test" program at the control unit shall activate the "One Person Testing" mode of the system as follows:

a. The city circuit connection and any suppression release circuits shall be bypassed for the testing group.

b. Control relay functions associated with one of the 8 testing groups shall be bypassed.

c. The control unit shall indicate a trouble condition.

d. The alarm activation of any initiating device in the testing group shall cause the audible notification appliances assigned only to that group to sound a code to identify the device or zone.

e. The unit shall automatically reset itself after signaling is complete.

f. Any opening of an initiating device or notification appliance circuit wiring shall cause the audible signals to sound for 4 seconds indicating the trouble condition.

12. Install Mode: The system shall provide the capability to group all non-commissioned points and devices into a single "Install Mode" trouble condition allowing an operator to clearly identify event activations from commissioned points and devices in occupied areas.

a. It shall be possible to individually remove points from Install Mode as required for phased system commissioning.

b. It shall be possible to retrieve an Install Mode report listing that includes a list of all points assigned to the Install Mode. Panels not having an install mode shall be reprogrammed to remove any non-commissioned points and devices.

13. Module Distribution:

a. The fire alarm control unit shall be capable of allowing remote location of the following modules; interface of such modules
shall be through a Style 4 (Class B) supervised serial communications channel (SLC):

1) Initiating Device Circuits
2) Notification Appliance Circuits
3) Auxiliary Control Circuits
4) Graphic Annunciator LED/Switch Control Modules
   a) In systems with two or more Annunciators and/or Command Centers, each Annunciator/Command Center shall be programmable to allow multiple Annunciators/Command Centers to have equal operation priority or to allow hierarchical priority control to be assigned to individual Annunciator/Command Center locations.
5) Initiating Device Signaling Line Circuits
6) Notification Appliance Signaling Line Circuits
7) Power Supplies
8) Voice System Amplifiers

J. Integrated Automation

1. Security Integration
   a. The FA System shall provide the means to be integrated directly to a Software House C•Cure 9000 or 800 Security Management System (SMS) via a software interface for the purpose of communicating fire alarm events directly to the security system.
   b. Communication between the FA System and SMS shall be accomplished using Computer Port Protocol (CPP).
      1) The FA and the C•Cure SMS shall be connected via a local or network serial port server based RS-232 serial port connection.
   c. The CPP shall consist of a bi-directional serial protocol capable of accessing most of the Fire Alarm Control Unit (FACU) diagnostic features.
   d. The interface shall provide the means to communicate the following information to the C•Cure SMS:
      1) Device/Point status changes (e.g., Fire, Trouble, Disabled)
      2) Panel event status (e.g. Number of Unacknowledged Fire Alarms, Card Failure Troubles, etc.)
      3) Panel health status (e.g., AC power, battery status)
   e. Interface software shall include a data acquisition function that provides the following:
      1) Establishes and maintains a supervised serial link
      2) Extraction of the point database from the FACU
      3) Merges the FACU database into the C•Cure SMS database
   f. The software interface shall not allow system control
functionality from the C•Cure SMS to the FA System.
g. The installation, programming and maintenance of the
FA/C•Cure integration software interface shall be conducted
by factory trained certified technicians.

2. Building Automation and Control Network (BACnet) Integration
   a. The fire alarm control unit shall be capable of providing a one-
      way communications interface between the fire alarm control
      unit and an industry-standard Building Automation and Control
      Network (BACnet) using ASHRAE® BACnet® IP (internet
      protocol) compliant with ANSI/ASHRAE Standard 135.
   b. The BACnet communications module shall be agency listed to
      UL Standard 864 or ULC Standard S527 or as required based
      on UCR existing communication protocol.
   c. The fire alarm control unit shall be capable of communicating up
      to 1000 status changes to the building automation system.
   d. MS/TP Master and MS/TP Slave data link layer options
      communicating at baud rates up to 76,800 bps shall be
      supported.
   e. The interface shall be capable of supporting ANSI X3.4, ISO
      10656 (ICS-4), ISO 10656 (UCS-2), ISO 8859-1, or
      IBM/Microsoft DBCS character sets.
   f. A standard RJ-45 Ethernet connection to the Building
      Automation System Ethernet network shall be provided at the
      fire alarm control unit as part of the contract.

3. Refer to section: 25.00  Integrated Automation

K. Analog Smoke Sensors:

1. Monitoring: FACU shall individually monitor sensors for calibration,
sensitivity, and alarm condition, and shall individually adjust for
sensitivity. The control unit shall determine the condition of each
sensor by comparing the sensor value to the stored values.

2. Environmental Compensation: The FACU shall maintain a moving
average of the sensor's smoke chamber value to automatically
compensate for dust, dirt, and other conditions that could affect
detection operations.

3. Programmable Sensitivity: Photoelectric Smoke Sensors shall have 7
selectable sensitivity levels ranging from 0.2% to 3.7%, programmed
and monitored from the FACU.

4. Sensitivity Testing Reports: The FACU shall provide sensor reports
that meet NFPA 72 calibrated test method requirements.
   a. Reports shall be capable of being printed for annual recording
      and logging of the calibration maintenance schedule.
   b. Where required, reports shall be accessible remotely through:
      1) A Fire Panel Internet Interface using Ethernet and
         TCP/IP communications protocol compatible with IEEE
Standard 802.3. The Fire Panel Internet Interface shall be capable of automatically scheduling email reports to individual user accounts on a weekly, bi-weekly, or monthly schedule.

2) A PC Annunciator using an RS232-C connection to the FACU or a PC Annunciator Client using a TCP/IP communications protocol connection to the PC Annunciator server compatible with IEEE Standard 802.3.

5. The FACU shall automatically indicate when an individual sensor needs cleaning. The system shall provide a means to automatically indicate when a sensor requires cleaning. When a sensor's average value reaches a predetermined value, (3) progressive levels of reporting are provided. The first level shall indicate if a sensor is close to a trouble reporting condition and will be indicated on the FACU as "ALMOST DIRTY." This condition provides a means to alert maintenance staff of a sensor approaching dirty without creating a trouble in the system. If this indicator is ignored and the second level is reached, a "DIRTY SENSOR" condition shall be indicated at the FACU and subsequently a system trouble is reported to the Supervising or the Central Station. The sensor base LED shall glow steady giving a visible indication at the sensor location. The "DIRTY SENSOR" condition shall not affect the sensitivity level required to alarm the sensor. If a "DIRTY SENSOR" is left unattended, and its average value increases to a third predetermined value, an "EXCESSIVELY DIRTY SENSOR" trouble condition shall be indicated at the control unit.

6. The FACU shall continuously perform an automatic self-test on each sensor that will check sensor electronics and ensure the accuracy of the values being transmitted. Any sensor that fails this test shall indicate a "SELF TEST ABNORMAL" trouble condition.

7. Multi-Sensors shall combine photoelectric smoke sensing and heat sensing technologies. An alarm shall be determined by either smoke detection, with selectable sensitivity from 0.2 to 3.7 %/ft obscuration; or heat detection, selectable as fixed temperature or fixed with selectable rate-of-rise; or based on an analysis of the combination of smoke and heat activity.

8. Programmable bases. It shall be possible to program relay and sounder bases to operate independently of their associated sensor.

9. Magnet test activation of smoke sensors shall be distinguished by its label and history log entry as being activated by a magnet.

L. Fire Suppression Monitoring:

1. Water flow: Activation of a water flow switch shall initiate general alarm operations.
2. Sprinkler valve tamper switch: The activation of any valve tamper switch shall activate system supervisory operations.

3. Water flow switch and sprinkler valve tamper switch shall be capable of existing on the same initiating zone. Activation of either device shall distinctly report which device is in alarm on the initiating zone.

M. Audible Alarm Notification: By horns in areas as indicated on drawings.

N. Audible Alarm Notification: By voice evacuation and tone signals on loudspeakers in areas as indicated on drawings.

1. Automatic Voice Evacuation Sequence:
   a. The audio alarm signal shall consist of an alarm tone for a maximum of five seconds followed by an automatic digital voice message. At the end of the voice message, the alarm tone shall resume. This sequence shall sound continuously until the "Alarm Silence" switch is activated.
   b. All audio operations shall be activated by the system software so that any required future changes can be facilitated by authorized personnel without any component rewiring or hardware additions.

O. Speaker: Speaker notification appliances shall be listed to UL 1480.

1. The speaker shall operate on a standard 25VRMS or 70.7VRMS NAC using twisted/shielded wire.

2. The following taps are available: 0.25W, 0.50W, 1.0W and 2.0W. At the 1.0W tap, the speaker has minimum UL rated sound pressure level of 84dBA at 10 feet.

3. The speaker shall have a frequency response of 400 to 4000 Hz for Fire Alarm and 125 to 12kHz for general signaling.

P. Manual Voice Paging

1. The system shall be configured to allow voice paging. Upon activation of any speaker manual control switch, the alarm tone shall be sounded over all speakers in that group.

2. The control unit operator shall be able to make announcements via the push-to-talk paging microphone over the pre-selected speakers.

3. Total building paging shall be accomplished by the means of an "All Call" switch.

Q. Constant Supervision of Non-Alarm Audio Functions

1. When required, the system shall be configured to allow Non-Alarm Audio (NAA) functions such as background music or general/public
address paging.

2. During NAA operation, the speaker circuit shall be electrically supervised to provide continuous monitoring of the speaker circuit.

3. During an alarm condition, supervision shall be disabled and alarm signals delivered to speakers.

R. Firefighter’s Phone: Provide a supervised, two-way communication system between the Command Center/main fire alarm control unit and emergency phones.

1. The firefighter’s phone system shall be capable of handling single or simultaneous conversations with all phones connected into the system. As many as six phones shall be able to be connected into the active conversation.

2. The phone system circuits shall be designed to prevent static, hum or other interference for clear, intelligible two-way conversation between all phones of the system.

3. The phone system circuits shall be supervised, such that the FACU shall be able to differentiate between whether a handset has been plugged into the emergency phone jack and whether the circuit has a shorted wire.

4. A beeping busy signal shall indicate to the person attempting to use a remote phone that the signal is being received at the control unit and that the lines are intact.

5. The act of plugging a handset into an emergency phone jack or removal of any phone from its normal hook position shall cause an audible and visual indication at the control unit. Picking up of the master phone and acknowledgment of the phone circuit shall silence the tone and allow for direct two-way communications.

6. The act of unplugging handsets in use and replacement of remote phones to their cradle shall restore normal supervisory functions.

7. Provide emergency phone jacks for installation in each elevator car by the elevator contractor. Required wiring from elevator controls to each elevator car shall be furnished and installed by the elevator contractor.

8. Provide emergency phone jacks as shown on the plans. Each jack shall be mounted on a stainless steel single gang plate with the words "Fire Emergency Phone" screened on each.

9. Provide a minimum of five (5) pluggable emergency phones within a storage cabinet.

S. Addressable Notification Appliances:
1. Monitoring: The FACU shall monitor individual addressable notification appliances for status, condition, type of appliance, and configured appliance settings. A fault in any individual appliance shall automatically report a trouble condition on the FACU.

2. Individual Appliance Custom Label: Each addressable appliance shall have its own 40 character custom label to identify the location of the appliance and to aid in troubleshooting fault conditions.

3. Individual Appliance Information Display:
   a. The FACU shall be capable of calling up detailed information for each addressable appliance including the appliance location, status, condition, type of appliance, and configured appliance settings.

4. Programmable Appliance Settings:
   a. The selectable operation of each addressable notification appliance shall be capable of being configured by the FACU without having to replace or remove the appliance from the wall or ceiling.
      1) Programmable appliance settings for applicable addressable notification appliances shall include:
         a) Operation:
            (1) General Evac
            (2) Alert
            (3) User Defined
         b) Style:
            (1) Indoor
            (2) UL Weatherproof
            (3) ULC Weatherproof
         c) Candela Selections:
            (1) Indoor: 15, 30, 75, 110, 135, or 185 cd (per UL1971)
            (2) UL Weatherproof: 15 or 75 cd (per UL1971), and 75 or 185 cd (per UL1638)
            (3) ULC Weatherproof: 20, 30 or 75 cd (per ULCS526)
         d) Horn Volume:
            (1) Hi
            (2) Low
         e) Horn Cadence:
            (1) Temporal 3
            (2) Temporal 4
            (3) March Time 20 bpm
            (4) March Time 60 bpm
            (5) March Time 120 bpm
            (6) Steady
         f) Horn Tone:
            (1) 520 HZ
(2) Bell
(3) Slow Whoop
(4) Siren
(5) Hi / Lo

5. Programmable Notification Zones:
   a. Changing the notification zone assigned to a notification appliance shall be configurable by the FACU and shall not require additional circuits or wiring.

6. Other Emergency and Non Emergency Notification:
   a. Where required, notification appliances for purposes not related to fire alarm shall be capable of:
      1) being connected to the same circuit as the fire alarm appliances, and
      2) being individually configured for their intended use without requiring additional circuits or wiring.

7. Addressable Notification Appliance Automated Self-Test:
   a. The fire alarm control unit shall be capable of performing an automated functional self-test of all self-test notification appliances and meet the requirements in NFPA 72, 2013 Edition, 14.2.8 Automated Testing and Table 14.4.3.2 testing requirements.
   b. Test results for each self-test notification appliance shall be stored in non-volatile memory at the fire alarm control unit.
   c. The fire alarm control unit shall be capable of running a functional automated test for all self-test notification appliances in a general alarm group or for all self-test appliances within a specific notification zone.
   d. The duration required to complete the automated functional test for all self-test notification appliances shall be accomplished in 2 minutes or less.
   c. The automated test results for all self-test notification appliances shall be available from the fire alarm control unit within 4 minutes from the start of the test.
   f. If any notification appliance fails its automated functional self-test an audible and visual trouble signal shall be annunciated at the fire alarm control unit.
      1) The self-test trouble signal shall be a latching trouble signal which requires manual restoration to normal.

8. Addressable Notification Appliance Reports:
   a. The fire alarm control unit shall maintain configuration and test data for each self-test addressable notification appliance.
   b. The fire alarm control unit shall be capable of generating configuration, self-test, and deficiency reports, that can be viewed through the fire alarm control unit user interface or printed via the fire alarm control unit service port.
      1) At minimum, the configuration report shall include the following information applicable for each addressable
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notification appliance:
  a) Point ID
  b) Custom Label
  c) Device Type
  d) Candela Setting

2) At minimum, the self-test report shall include the following information applicable for each self-test notification appliance:
   a) Point ID
   b) Custom Label
   c) Time and Date of last test
   d) Pass / Fail results of last visual test
   e) Pass / Fail results of last audible test

c. The fire alarm control unit shall also be capable of providing a deficiency report that includes a list of all self-test notification appliances that have failed self-test.

9. Magnet test: When the control unit is in diagnostic mode, the appliances shall be capable of being tested with a magnet. The magnet diagnostics shall:
   a. Pulse the appliance LED to indicate appliance address ,and
   b. briefly sound the individual horn to confirm the audible appliance operation,
   c. briefly flash the individual strobe to confirm visible appliance operation
   d. briefly sound the individual speaker to confirm the audible appliance operation

T. Notification Appliances

1. Fire alarm strobes shall be System Sensor SW or SCW and shall meet the requirements of the ADA and UL Standard 197. Shall be flush or surface mounted as shown on plans

2. Fire alarm horn/strobes shall be System Sensor P2W or PC2W and shall meet the requirements of the ADA and UL Standard 197. Shall be flush or surface mounted as shown on plans

3. Notification Appliances shall be powered from an Altronix model AL1002ULAD power supply, or equal of the same manufacture. The quantity of power supplies shall be based upon no less than two notification appliance circuits per floor or as necessary to maintain a maximum calculated point-to-point voltage drop of less than 10 percent, of the normal operating voltage of the circuit. Voltage drop is subject to field verification during acceptance testing. Power supply NAC circuits shall be individually monitored for trouble conditions by the Simplex control panel

1.6 SUBMITTALS

A. General: Submit the following according to Conditions of Contract:

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1. Product data sheets for system components highlighted to indicate the specific products, features, or functions required to meet this specification. Alternate or as-equal products submitted under this contract must provide a detailed line-by-line comparison of how the submitted product meets, exceeds, or does not comply with this specification.

2. Wiring diagrams from manufacturer.

3. Shop drawings showing system details including location of FACU, all devices, circuiting and details of graphic annunciator.

4. System power and battery charts with performance graphs and voltage drop calculations to assure that the system will operate in accordance with the prescribed backup time periods and under all voltage conditions per UL and NFPA standards. Note, the drawing is showing calculation based on other manufacturer. The Simplex Contractor shall provide voltage drop calculation based on Simplex and Sensor System product.

5. System operation description including method of operation and supervision of each type of circuit and sequence of operations for all manually and automatically initiated system inputs and outputs. A list of all input and output points in the system shall be provided with a label indicating location or use of IDC, SLC, NAC, relay, sensor, and auxiliary control circuits.

6. Operating instructions for FACU.

7. Operation and maintenance data for inclusion in Operating and Maintenance Manual. Include data for each type product, including all features and operating sequences, both automatic and manual. Provide the names, addresses, and telephone numbers of service organizations.

8. Product certification signed by a certified representative of the manufacturer of the fire alarm system components certifying that their products comply with indicated requirements.

9. Record of field tests of system.

B. Submission to Authority Having Jurisdiction: In addition to routine submission of the above material, make an identical submission to the authority having jurisdiction. Include copies of shop drawings as required to depict component locations to facilitate review. Upon receipt of comments from the Authority, make resubmissions, if required, to make clarifications or revisions to obtain approval.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A factory authorized installer is to perform the work of
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this section.

B. Each and every item of the Fire Alarm System shall be listed under the appropriate category by a Nationally Recognized Testing Laboratory and shall bear the respective "NRTL" label.

1.8 PROJECT CONDITIONS

A. 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 Architect no fewer than two days in advance of proposed interruption of fire-alarm service.

2. Do not proceed with interruption of fire-alarm service without Architect's written permission.

1.9 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.

1.10 MAINTENANCE SERVICE

A. Warranty Maintenance Service: Provide maintenance of fire alarm systems and equipment for a period of 12 months, using factory-authorized service representatives

B. Basic Services: Routine maintenance visits on an "as needed" basis at times scheduled with the Owner. Respond to service calls within 24 hours of notification of system trouble either by customer visit or other customer contact as necessary. Adjust and replace defective parts and components with original manufacturer's replacement parts, components, and supplies.

C. Additional Services: Perform services within the above 12-month period not classified as routine maintenance or as warranty work when authorized in writing. Compensation for additional services must be agreed upon in writing prior to performing services.
PART 2 - PRODUCTS

2.1 ACCEPTABLE EQUIPMENT AND SERVICE PROVIDERS

A. Manufacturers: The equipment and service described in this specification are those supplied and supported by Tyco SimplexGrinnell and represent the base bid for the equipment.

   1. Subject to compliance with the requirements of this specification, provide products by one of the following:

      a. Simplex, a Johnson Controls Fire Protection Company

B. Being listed as an acceptable Manufacturer in no way relieves obligation to provide all equipment and features in accordance with these specifications.

C. The equipment and service provider shall be a nationally recognized company specializing in fire alarm and detection systems. This provider shall employ factory trained and NICET Level II certified technicians, and shall maintain a service organization within 50 miles of this project location. The equipment and service provider shall have a minimum of 10 years experience in the fire protective signaling systems industry.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:

   2. Heat detectors.
   3. Flame detectors.
   4. Smoke detectors.
   5. Duct smoke detectors.
   6. Verified automatic alarm operation of smoke detectors.
   7. Automatic sprinkler system water flow.
   8. Heat detectors in elevator shaft and pit.
  10. Fire standpipe system.

B. Fire-alarm signal shall initiate the following actions:

   1. Continuously operate alarm notification appliances.
2. Identify alarm at fire-alarm control unit and remote annunciators.

3. Transmit an alarm signal to the remote alarm receiving station.

4. Unlock electric door locks in designated egress paths.

5. Release fire and smoke doors held open by magnetic door holders.

6. Activate voice/alarm communication system.

7. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.

8. Activate smoke-control system (smoke management) at firefighter smoke-control system panel.

9. Activate stairwell and elevator-shaft pressurization systems.

10. Close smoke dampers in air ducts of designated air-conditioning duct systems.

11. Recall elevators to primary or alternate recall floors.

12. Activate emergency lighting control.


14. Record events in the system memory.

15. Record events by the system printer.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.

2. Low-air-pressure switch of a dry-pipe sprinkler system.

3. Elevator shunt-trip supervision.

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 primary power at fire-alarm control unit.

4. Ground or a single break in fire-alarm control unit internal circuits.
5. Abnormal AC voltage at fire-alarm control unit.


7. Failure of battery charging.

8. Abnormal position of any switch at fire-alarm control unit or annunciator.

9. Fire-pump power failure, including a dead-phase or phase-reversal condition.

E. System Trouble and Supervisory Signal Actions: Initiate notification appliance and annunciate at fire-alarm control unit and remote annunciators. Record the event on system printer where provided.

2.3 FIRE ALARM CONTROL UNIT (FACU)

A. General: Comply with UL 864, "Control Units and Accessories for Fire Alarm Systems".

B. The following FACU hardware shall be provided:

1. Power Limited base panel with red cabinet and door, 120 VAC input power.

2. 2,500 point capacity where (1) point equals (1) monitor (input) or (1) control (output).

3. 2000 points of annunciation where one (1) point of annunciation equals:
   a. 1 LED driver output on a graphic driver or 1 switch input on a graphic switch input module.
   b. 1 LED on panel or 1 switch on panel.

4. 9 Amp Power Supply minimum with temperature compensated, dual-rate battery charger capable of charging up to 110 Ah batteries without a separate external battery charger. Battery charger voltage and amperage values shall be accessible on the FACU LCD display.

5. One Auxiliary electronically resettable fused 2A @24VDC Output, with programmable disconnect operation for 4-wire detector reset.

6. One Auxiliary Relay, SPDT 2A @32VDC, programmable as a trouble relay, either as normally energized or de-energized, or as an auxiliary control.

7. Three (3) Class A Addressable Notification Appliance Signaling Line Circuits (SLCs).
   a. Each Addressable Notification Appliance SLC shall be rated at 3A and capable of supporting up to 127 Notification
Appliances per channel.
b. Wiring shall be 18 AWG to 12 AWG unshielded twisted pair wire. Systems that require shielded wire for Notification Appliances shall not be accepted.
c. A constant voltage under both primary and secondary power conditions shall be maintained at the notification appliance field wiring terminal connections in the FACU to ensure the voltage drop on the circuit is consistent under both primary and secondary power conditions.
d. For systems that do not provide a constant voltage source at the FACU notification appliance field wiring terminal connections, the fire alarm contractor shall:
   1) Provide separate point-to-point voltage drop calculations for all notification appliances under worst case secondary power specifications, and
   2) Perform a complete functional test of all notification appliances under worst case secondary power conditions.

8. Three (3) Class A Notification Appliance Circuits (NAC; rated 3A@24VDC, resistive).
   a. NAC’s shall be conventional reverse polarity operation and shall be for synchronized strobes and independent horn/strobe operation over two wires.
   b. NACs shall be selectable as auxiliary power outputs derated to 2 A for continuous duty.
   c. Strobe synchronization and audible cadence synchronization shall be across all panel NAC circuits. Systems that cannot provide listed synchronization across all panel NAC’s shall not be acceptable.

9. Where required provide Intelligent Remote Battery Charger for charging up to 50Ah batteries.

10. Expansion Power Supplies with three (3) Class A integral Intelligent Addressable Notification Appliance Signaling Line Circuits (SLCs) for system expansion. Expansion power supplies shall provide complete capability as the primary power supply.

11. Power Supplies with integral conventional reverse polarity Notification Appliance Circuit Class A for system expansion. Expansion power supplies shall provide complete capability as the primary power supply.

12. Four (4) form "C" Auxiliary Relay Circuits (Form C contacts rated 2A @ 24VDC, resistive), operation is programmable other fire response functions. Each relay shall be provided with an associated feedback point that shall allow monitoring of a related function such as a sail switch on a motor. Relays shall be capable of switching up to ½ A @ 120VAC, inductive.
13. The FACU shall support up to (5) RS-232-C ports and one service port. All (5) RS-232 Ports shall be capable of two-way communications.

14. Remote Unit Interface: supervised serial communication channel for control and monitoring of remotely located annunciators and I/O panels.

15. Network interface to the existing campus fire alarm fiber optic network.

C. Cabinet: Lockable steel enclosure. Arrange unit so all operations required for testing or for normal care and maintenance of the system are performed from the front of the enclosure. If more than a single unit is required to form a complete control unit, provide exactly matching modular unit enclosures.

D. Alphanumeric Display and System Controls: Panel shall include an 854 character, expanded content multi-line QVGA LCD display to indicate alarm, supervisory, and component status messages and shall include a keypad for use in entering and executing control commands.

1. The system shall include the necessary hardware to provide expanded content, multi-line, operator interface displays as indicated on the drawings and specifications. The expanded content multi-line displays shall be Quarter-VGA (QVGA) or larger and be capable of supporting a minimum of 854 standard ASCII characters to minimize or eliminate the levels of navigation required for access to information when responding to critical emergencies and abnormal system conditions. The QVGA operator interface shall provide operator prompts and six context sensitive soft-keys for intuitive operation.

   a. Expanded content, multi-line operator interfaces shall be capable of providing the following functions:
      1) Dual language operation with Instant-Switch language selection during runtime.
      2) Activity display choices for:
         a) First 8 Events.
         b) First 5 Events and Most Recent Event (with first and most recent event time and date stamps).
         c) First Event and Most Recent Event (with first and most recent event time and date stamps).
         d) Scannable List Display displays a scannable list of active points for the event category (alarm, priority 2, supervisory, or trouble) selected. The position in this list will be the last acknowledged point (not flashing) at the top followed by the next 7 unacknowledged points (flashing).
         e) General Event Status (alarm, priority 2, supervisory, or trouble in system)
         f) Site Plan
      3) Equal or hierarchal priority assignment. In systems with
two or more operator interfaces, each operator interface shall be programmable to allow multiple operator interfaces to have equal operation priority or to allow hierarchal priority control to be assigned to individual operator interfaces (locations).

4) Up to 50 custom point detail messages for providing additional point specific information in detailed point status screens.

5) Bitmap file import for operator interface display of site plan and background watermark images. Site plan status icons shall indicate area status for highest priority active events.

b. Expanded content, multi-line displays shall include the necessary hardware and software to provide Dual-Language operation as indicated on the drawings and specifications.

1) Language selection shall be via a switch on the operator interface panel. Operator interface panels shall support instant-language-switchover during runtime to allow the operator to toggle between languages each time the language selection switch is operated, without requiring complicated multi-step processes.

2) Both one-byte and two-byte characters shall be supported.

E. Distributed Module Operation: FACU shall be capable of allowing remote location of the following modules; interface of such modules shall be through a Style 7 (Class A) supervised serial communications channel (SLC):

1. Addressable Signaling Line Circuits

2. Initiating Device Circuits

3. Notification Appliance Circuits

4. Auxiliary Control Circuits

5. Graphic Annunciator LED/Switch Control Modules

   a. In systems with two or more Annunciators and/or Command Centers, each Annunciator/Command Center shall be programmable to allow multiple Annunciators/Command Centers to have equal operation priority or to allow hierarchal priority control to be assigned to individual Annunciator/Command Center locations.

6. Amplifiers, voice and telephone control circuits

F. Voice Alarm: Provide an emergency communication system, integral with the FACU, including voice alarm system components, microphones, amplifiers, and tone generators. Features include:

1. Amplifiers comply with UL 1711, "Amplifiers for Fire Protective
Amplifiers shall provide an onboard local mode temporal coded horn tone as a default backup tone. Test switches on the amplifier shall be provided to test and observe amplifier backup switchover. Each amplifier shall communicate to the host panel amplifier and NAC circuit voltage and current levels for display on the user interface. Each amplifier shall be capable of performing constant supervision for non-alarm audio functions such as background music and general paging.

2. All announcements are made over dedicated, supervised communication lines. All risers shall support Class B wiring for each audio channel.

3. Emergency voice communication audio controller module shall provide up to 32 minutes of message memory for digitally stored messages. Provide supervised connections for master microphone and up to 5 remote microphones.

4. Status annunciator indicating the status of the various voice alarm speaker zones and the status of fire fighter telephone two-way communication zones.

5. When required, Redundant Voice Command Centers shall be capable of generating voice paging from more than one node in a network audio system.

G. Evacuation System - Non-Alarm Audio

1. The fire alarm control unit shall provide non-alarm audio from an owner supplied paging and/or music source over the fire alarm evacuation speakers. This feature shall be an integral part of the fire alarm system, and shall use some or all of the audio components from the fire alarm evacuation system.

2. The fire alarm system and the non-alarm audio operation shall comply with NFPA 72 requirements for non-emergency purposes at a fire command center that is not constantly attended by a trained operator.

3. All fire alarm system hardware and software shall be U.L. listed for non-alarm audio use. The fire alarm system shall supervise for system hardware and field wiring faults while playing non-alarm audio over the evacuation speakers. Any hardware failure or speaker circuit fault detected when the system is playing non-alarm audio shall report a trouble on the fire alarm control unit. All audio components used for both the non-alarm audio and the fire alarm evacuation system shall be manufactured by the same supplier.

4. The non-alarm audio shall have two dedicated audio inputs to the fire alarm control unit. Terminal strip connections and an industry standard RCA receptacle shall be provided at the fire alarm control unit for terminating the owner's audio source. The fire alarm input...
shall be 600-Ohm impedance. The inputs on the fire alarm control unit shall be electrically isolated via an isolation transformer.

5. The fire alarm control unit shall accept industry standard "line level audio input" from the owner's non-alarm audio source. The fire alarm system hardware and software shall distribute the audio over the fire alarm evacuation speakers. The selection of which speaker zones to distribute the non-alarm audio to the building occupants shall be coordinated with the owner's representative.

6. The fire alarm control unit shall be able to make audio input level adjustments from the owner's non-alarm audio source. This adjustment will match the non-alarm audio source to the fire alarm input. After the audio levels are adjusted, the owner shall control the volume level from the non-alarm audio source.

7. The fire alarm system will have the capability to provide operator "keys" that will adjust the volume level of pre-assigned non-alarm audio zones. The volume level of non-alarm audio that is being broadcast to any audio zone will also be individually adjustable by time of day via a pre-specified schedule.

8. The non-alarm audio shall be the lowest priority audio on the fire alarm system. The non-alarm audio shall not interfere with any of the fire alarm emergency signals that may include live voice, pre-recorded emergency voice messages, or any alert tones. Switches shall be located on the fire alarm control unit to turn on or off the non-alarm audio system feature. The fire alarm control unit shall have LED lamps to indicate the ON vs. OFF status of the non-alarm audio feature. Speaker circuits that are actively broadcasting non-alarm audio will also be indicated by LEDs.

9. The non-alarm audio shall be synchronized throughout the fire alarm life safety system amplifiers and speaker circuits. Any remote amplifier panels located on the fire alarm system network shall also be synchronized. The system shall be capable of accepting a system-wide non-alarm audio input at the main fire alarm control or another local non-alarm audio input at a remote amplifier panel to serve only the areas served by that remote panel.

10. Multiple non-alarm audio sources must be accessible by the fire alarm non-alarm audio system. Each separate non-alarm audio source will have the ability to be broadcast into a distinct fire zone, depending on occupant preference. Any system restricted to a limited number of non-audio sources will not be accepted. The system must have the capability of broadcasting an unlimited number of non-alarm sources, except as determined by the number of individual fire zones served by the fire alarm system.

11. Non-alarm audio shall be automatically turned off in the event of primary power failure to the fire alarm control unit or any of the remote
amplifier panels controlled by the main fire alarm control unit.

H. Fire fighters' telephone communication system: Arrange system to use dedicated, two-way, supervised voice communication links between the FACU and remote fire fighters' telephone stations throughout the building.

2.4 ADDRESSABLE INITIATING

A. ADDRESSABLE MANUAL PULL STATIONS

1. 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.

2. Description: Addressable double-action type, red LEXAN. Station shall mechanically latch upon operation and remain so until manually reset by opening with a key common with the control units. Station shall be pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit. Where double-action stations are provided, the mechanism shall require two actions push top activation door to initiate an alarm.

3. Provide with a front showing red LED showing that will flash each time it is scanned by the Control Unit (once every 4 seconds). In alarm condition, the station LED shall be on steady.

4. Indoor Protective Shield: Where required, or as indicated on the drawings, provide a factory-fabricated, tamperproof, clear LEXAN enclosure shield and red frame that easily fits over manual pull stations which shall be hinged at the top to permit lifting for access to initiate a local alarm. Unit shall be NRTL listed. Lifting the cover shall actuate an integral battery-powered audible horn intended to discourage false-alarm operation. The horn shall be silenced by lowering and realigning the shield. The horn shall provide 85dB at 10 feet and shall be powered by a 9 VDC battery.

5. California Building Code, Title 24: Where required pull station shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. Provides a more easily operated pull station lever compared to standard stations.

6. Weatherproof Protective Shield: Factory-fabricated clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm.

B. ADDRESSABLE ANALOG SMOKE SENSORS

1. General Requirements for System Smoke Detectors:
a. Comply with UL 268, "Smoke Detectors for Fire Protective Signaling Systems." Include the following features:
b. Factory Nameplate: Serial number and type identification.
c. Operating Voltage: 24 VDC, nominal and shall be two-wire type.
d. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore normal operation.
e. Plug-In Arrangement: Sensor and associated electronic components are mounted in a module that connects to a fixed base with a twist-locking plug connection. Base shall provide break-off plastic tab that can be removed to engage the head/base locking mechanism. Provide terminals in the fixed base for connection to building wiring. No special tools shall be required to remove head once it has been locked. Removal of the detector head shall interrupt the supervisory circuit of the fire alarm detection loop and cause a trouble signal at the control unit. Sensors shall include a communication transmitter and receiver in the mounting base having a unique identification and capability for status reporting to the FACU. Sensor address shall be located in base to eliminate false addressing when replacing sensors. Integral Addressable Module shall be arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit. Each sensor base shall contain an integral visual-indicating LED that will flash to provide power-on status each time it is scanned by the Control Unit (once every 4 seconds). In alarm condition, the sensor base LED shall be on steady. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base.
f. Each sensor base shall contain a magnetically actuated test switch to provide for easy pre-certification alarm testing at the sensor location.
g. Each sensor shall be scanned by the Control Unit for its type identification to prevent inadvertent substitution of another sensor type. Upon detection of a "wrong device", the control unit shall operate with the installed device at the default alarm settings for that sensor; 2.5% obscuration for photoelectric sensor, 135-deg F and 15-deg F rate-of-rise for the heat sensor, but shall indicate a "Wrong Device" trouble condition.
h. Unless otherwise indicated, detectors shall be analog-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. Provide multiple levels of detection sensitivity for each sensor.
i. Environmental compensation, programmable sensitivity settings, status testing, and monitoring of sensor dirt accumulation for the duct smoke sensor shall be provided by the FACU.
j. The sensor’s electronics shall be immune from nuisance alarms caused by EMI and RFI. Removal of the sensor head for cleaning shall not require the setting of addresses.
k. Bases: CO Sensor, relay output, sounder and isolator bases
shall be supported alternatives to the standard base.

2. Addressable Sensor Bases

a. Standard base - Twist lock addressable base with address selection DIP switch accessible from front with sensor removed. Integral red LED for power-on (pulsing), or alarm or trouble (steady on). Locking anti-tamper design mounts on standard outlet box.

b. Sensor Base with remote device connection - All standard base features with wired connection for either a Remote LED alarm indicator or remote relay (relay is unsupervised and requires separate 24VDC)

c. Supervised Relay Bases - All standard base features and shall be available in either a 4-Wire Sensor Base to use with remote or locally mounted relay; requires separate 24 VDC, or as a 2-Wire Sensor Base to use with remote or locally mounted relay; no separate power required. Supervised relay operation shall be programmable and shall be manually operated from control panel.

d. Sensor base with built-in electronic alarm sounder - All standard base features and piezoelectric sounder shall provide high output (88 dBA) with low current requirements (20 mA). Sounder shall be synchronized via SLC communications or by the NAC if NAC powered, sounder shall operation shall be programmable and shall be manually operated from control panel.

e. 520 Hz Sensor base with built-in electronic low frequency sounder - All standard base features and piezoelectric sounder shall provide a low frequency 520 Hz Square Wave (85 dBA) with nominal current requirements (115 mA). Sounder shall be synchronized via SLC communications or by the NAC if NAC powered, sounder operation shall be programmable and shall be manually operated from control panel.

1. Emitted tone shall be a 520Hz Square Wave signal in compliance with the requirements of the 2010 edition of NFPA 72 for sleeping areas.

2. The 520Hz Sounder base shall be listed to UL 268 and UL464, Audible Signal Appliances.

C. ADDRESSABLE DUCT SMOKE SENSOR

1. Standard Addressable Duct Smoke Sensor Unit. Photoelectric type, with sampling tube of design and dimensions as recommended by the manufacturer for the specific duct size and installation conditions where applied. Duct housing shall include relay or relay driver as required for fan shutdown.

a. Environmental compensation, programmable sensitivity settings, status testing, and monitoring of sensor dirt accumulation for the duct smoke sensor shall be provided by the FACU.

b. The Duct Housing shall provide a supervised relay driver circuit
for driving up to 15 relays with a single “Form C” contact rated at 7A@ 28VDC or 10A@ 120VAC. This auxiliary relay output shall be fully programmable independent of the sensor head for activation by other alarm initiating devices within the fire alarm system. Relay shall be mounted within 3 feet of HVAC control circuit.

c. Duct Housing shall provide a magnetic test area and Red sensor status LED and Duct Housing shall provide a relay control Yellow LED trouble indicator.

d. Duct Housing shall have a transparent cover to monitor for the presence of smoke. Cover shall secure to housing by means of four (4) captive fastening screws.

c. Duct Housing shall provide two (2) Test Ports for measuring airflow and for testing. These ports will allow aerosol injection in order to test the activation of the duct smoke sensor.

f. For maintenance purposes, it shall be possible to clean the duct housing sampling tubes by accessing them through the duct housing front cover.

g. Each duct smoke sensor shall be provided with a Remote Test Station with an alarm LED and test switch.

h. Where indicated provide a NEMA 4X weatherproof duct housing enclosure that shall provide for the circulation of conditioned air around the internally mounted addressable duct sensor housing to maintain the sensor housing at its rated temperature range. The housing shall be UL Listed to Standard 268A.

2. Addressable In-Duct Mounted Smoke Sensors. Photoelectric type, for applications with controlled dust and humidity providing HVAC duct smoke sensing where sampling tube designs are not appropriate. In-Duct housing shall include relay or relay driver as required for fan shutdown.

a. Shall accommodate duct airflow from 0 to 4000 ft/min (0 to 1220 m/min), and provide environmental compensation, programmable sensitivity settings, status testing, and monitoring of sensor dirt accumulation for the duct smoke sensor by the FACU.

b. The In-Duct Housing shall provide a supervised relay driver circuit for driving up to 15 relays with a single “Form C” contact rated at 7A@ 28VDC or 10A@ 120VAC. This auxiliary relay output shall be fully programmable independent of the sensor head for activation by other alarm initiating devices within the fire alarm system. Relay shall be mounted within 3 feet of HVAC control circuit.

c. Standard models shall be for rectangular ducts from 6” (152 mm) square to 36” (914 mm) square with optional adapters available to allow use with round ducts of 6”, 8” (203 mm), 10” (254 mm) or 12” (305 mm) in diameter.

d. In-Duct Housing shall provide a magnetic test area and Red sensor status LED and In-Duct Housing shall provide a relay control Yellow LED trouble indicator.
c. Duct Housing shall have a transparent cover to monitor for the presence of smoke. Cover shall secure to housing by means of four (4) captive fastening screws.

f. Each duct smoke sensor shall be provided with a Remote Test Station with an alarm LED and test switch.

3. Addressable Air Aspirating Duct Smoke Sensors. Photoelectric type smoke detection with an aspirating system shall provide remote sensor location for ducts with difficult service access. Detectors shall support remote housing up to 82ft with 1.05” OD rigid pipe; detectors shall support remote housing up to 50ft with ¾” OD flexible tubing. Sampling tubes shall be provided per design and dimensions as recommended by the manufacturer for the specific duct size and installation conditions where applied. Duct Detection system shall be UL listed to Standards 268A, and ULC listed to Standard S529.

a. Environmental compensation, programmable sensitivity settings, status testing and monitoring of sensor dirt accumulation for the duct smoke sensor shall be provided by the FACU.

b. The Air Aspirating duct detection system shall supervise air flow through the duct housing and shall communicate trouble to the fire alarm control unit on a high or low air flow condition.

c. The Air Aspirating Duct Housing shall provide a supervised relay driver circuit for driving up to 15 relays with a single Form C contact rated at 7A@ 28VDC and 120VAC. This auxiliary relay output shall be fully programmable. Relay shall be mounted within 3 feet of HVAC control circuit.

d. Air Aspirating Duct Housing shall provide a magnetic test area and Red sensor status LED.

e. Each duct smoke sensor shall have a Remote Test Station with an alarm LED and test switch.

f. Each duct housing shall have remote functional smoke testing capability.

g. Each duct housing shall be supplied with a replacement air inlet filter.

h. Each duct housing shall have an optional water trap with a ball valve for draining to eliminate moisture buildup.

i. The Air Aspirating Detection system shall have an operating air velocity range of 0 to 4000 linear ft/minute (0 to 1220 meters/minute).

j. The Addressable Air Aspirating Detection system shall be capable of use in other areas as open area detection where point type detectors are not practical, such as; prison cells in correctional facilities, transformer vaults, cable tunnels and MRI rooms.

D. ADDRESSABLE HEAT SENSORS


2. Thermal Sensor Combination type: Fixed-temperature and rate-of-rise
3. Thermal sensor shall be of the epoxy encapsulated electronic design. It shall be thermistor-based, rate-compensated, self-restoring and shall not be affected by thermal lag. Selectable rate compensated, fixed temperature sensing with or without rate-of-rise operation.


5. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

6. Sensor fixed temperature sensing shall be independent of rate-of-rise sensing and programmable to operate at 135-deg F or 155-deg F. Sensor rate-of-rise temperature detection shall be selectable at the FACU for either 15-deg F or 20-deg F per minute.

7. Sensor shall have the capability to be programmed as a utility monitoring device to monitor for temperature extremes in the range from 32-deg F to 155-deg F.

8. Unless otherwise indicated, sensors shall be analog-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for temperature by fire-alarm control unit.
   a. Rate-of-rise temperature characteristic 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 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).

E. ADDRESSABLE CO SENSOR

1. Addressable CO Sensor
   a. The CO Sensor shall be an addressable carbon monoxide (CO) sensing module providing both CO toxic gas detection and enhanced fire detection, and shall be listed to UL 268, Smoke Detectors for Fire Alarm Signaling Systems and UL 2075, Gas and Vapor Detectors and Sensors; allowing systems to be listed to UL 2034, Single and Multiple Station Carbon Monoxide Alarms.
   b. The CO Sensor shall include CO sensor element mounted in the sensor base which can be easily replaced without replacing the complete sensor base assembly.
   c. The CO Sensor base shall provide address selection in the base allowing the address to remain with its location when the sensor is removed for service or type change.
d. The CO Sensor base shall include an integral red LED to indicate the power-on, trouble, test mode or alarm status.

c. CO sensor shall provide enhanced fire detection with the addition of two selectable modes of operation: Nuisance Alarm Reduction Mode and Faster Fire Detection.

f. The CO Sensor shall provide a 10 year life expectancy before replacement is necessary or required.

g. The CO Sensor base shall report the following CO Sensor troubles: Communication loss, Disabled, Almost Expired 12 Months, Almost Expired 6 Months, Expired (End of Life), and Sensor Missing/Failed.

2. Addressable CO Sensor Sounder Base

a. The CO Sensing element shall support operation with a Sounder base; the CO Sensor Sounder base shall provide temporal code 3 (TC3) for fire, or temporal code 4 (TC4) for toxic carbon monoxide alarms.

b. The CO Sensor Sounder base shall be listed to UL464, Audible Signal Appliances.

c. CO sensor shall provide enhanced fire detection with the addition of two selectable modes of operation: Nuisance Alarm Reduction Mode and Faster Fire Detection.

d. The CO Sensor Sounder Base shall include CO sensor element mounted in the sounder base which can be easily replaced without replacing the complete sensor base assembly.

e. The CO Sensor Sounder base shall provide address selection in the base allowing the address to remain with its location when the sensor is removed for service or type change.

f. The CO Sensor Sounder Sensor base shall include an integral red LED to indicate the power-on, trouble, test mode or alarm status.

g. The CO Sensor Sounder base shall report the following CO Sensor troubles: Communication loss, Disabled, Almost Expired 12 Months, Almost Expired 6 Months, Expired (End of Life), and Sensor Missing/Failed.

h. The CO Sensor Sounder Base shall be interchangeable with the CO Sensor 520 Hz Sounder Base.

3. Addressable CO Sensor 520 Hz Sounder Base

a. The CO Sensing element shall support operation with a 520 Hz Sounder base; the 520 Hz CO Sounder base shall provide temporal code 3 (TC3) for fire, or temporal code 4 (TC4) for toxic carbon monoxide alarms.

b. Emitted tone shall be a 520Hz Square Wave signal in compliance with the requirements of the 2010 edition of NFPA 72 for sleeping areas.

c. The CO Sensor 520Hz Sounder base shall be listed to UL 268 and UL464, Audible Signal Appliances.

d. CO sensor shall provide enhanced fire detection with the addition of two selectable modes of operation: Nuisance Alarm Reduction Mode and Faster Fire Detection.
c. The CO Sensor 520 Hz Sounder Base shall include CO sensor element mounted in the sounder base which can be easily replaced without replacing the complete sensor base assembly.

f. The CO Sensor 520 Hz Sounder base shall provide address selection in the base allowing the address to remain with its location when the sensor is removed for service or type change.

g. The CO Sensor 520 Hz Sounder base shall include an integral red LED to indicate the power-on, trouble, test mode or alarm status.

h. The CO Sensor 520 Hz Sounder base shall report the following CO Sensor troubles: Communication loss, Disabled, Almost Expired 12 Months, Almost Expired 6 Months, Expired (End of Life), and Sensor Missing/Failed.

i. The CO Sensor 520 Hz Sounder Base shall be interchangeable with the standard CO Sensor Sounder Base.

F. ADDRESSABLE MULTI-POINT/MULTI-SENSOR/MULTI-CRITERIA SENSOR

1. Smoke and heat sensing shall be available to be combined in a single housing to provide smoke activity accurately monitored by photoelectric sensing technology and thermal activity accurately monitored by thermistor sensing technology.

2. A correlation algorithm of smoke activity and thermal activity shall be provided for intelligent fire detection earlier than with either technology activity alone but shall provide software and programming capabilities to help reduce nuisance alarms.

3. Individual sensor information shall be processed by the host fire alarm control unit to determine sensor status and to determine whether conditions are normal, off-normal, or alarm.

4. Analog information from each sensor type shall be digitally communicated to the control panel where it is to be analyzed. Photoelectric sensor input is to be stored and tracked as an average value with an alarm or abnormal condition being determined by comparing the sensor’s present value against its average value. Thermal data is to be processed to look for absolute or rate-of-rise temperature as desired.

5. Monitoring each photoelectric sensor’s average value shall provide a software filtering process that compensates for environmental factors (dust, dirt, etc.) and component aging, which shall provide an accurate reference for evaluating new activity. The intent of this process is to be a significant reduction in the probability of false or nuisance alarms caused by shifts in sensitivity, either up or down. Status indications of dirty and excessively dirty shall be automatically generated allowing maintenance to be performed on a per device basis.
6. Peak activity per sensor shall be stored by the host fire alarm control unit to assist in evaluating specific locations where the alarm set point for each sensor shall be capable of being determined at the control panel, and selectable as more or less sensitive as the individual application requires.

7. Alarm set points shall be programmed for timed automatic sensitivity selection (such as more sensitive at night, less sensitive during day). Control panel programming shall also provide multi-stage operation per sensor, for example a 0.2% level may cause a warning to prompt investigation while a 2.5% level may initiate an alarm.

8. Combination smoke and heat sensors Rate-of-rise temperature characteristic shall be selectable at fire-alarm control unit for 15 or 20 deg F (8 or 11 deg C) per minute. The fixed-temperature sensing 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).

9. Bases: CO Sensor, relay output, sounder, 520 Hz Sounder, and isolator bases shall be supported alternatives to the standard base.

G. ADDRESSABLE CIRCUIT INTERFACE MODULES

1. Addressable Circuit Interface Modules: Arrange to monitor or control one or more system components that are not otherwise equipped for addressable communication. Modules shall be used for monitoring of waterflow, valve tamper, non-addressable devices, and for control of AHU systems.

2. Addressable Circuit Interface Modules will be capable of mounting in a standard electric outlet box. Modules will include cover plates to allow surface or flush mounting. Modules will receive their operating power from the signaling line circuit or a separate two wire pair running from an appropriate power supply, as required.

3. There shall be the following types of modules:
   a. Type 1: Monitor Circuit Interface Module:
      1) For conventional 2-wire smoke detector and/or contact device monitoring with Class B or Class A wiring supervision. The supervision of the zone wiring will be Class B. This module will communicate status (normal, alarm, trouble) to the FACU.
      2) For conventional 4-wire smoke detector with Class B wiring supervision. The module will provide detector reset capability and over-current power protection for the 4-wire detector. This module will communicate status (normal, alarm, trouble) to the FACU.
   b. Type 2: Line Powered Monitor Circuit Interface Module
      1) This type of module is an individually addressable module that has both its power and its communications
supplied by the two wire signaling line circuit. It provides location specific addressability to an initiating device by monitoring normally open dry contacts. This module shall have the capability of communicating four zone status conditions (normal, alarm, current limited, trouble) to the FACU.

2) This module shall provide location specific addressability for up to five initiating devices by monitoring normally closed or normally open dry contact security devices. The module shall communicate four zone status conditions (open, normal, abnormal, and short). The two-wire signaling line circuit shall supply power and communications to the module.

c. Type 3: Single Address Multi-Point Interface Modules

1) This multipoint module shall provide location specific addressability for four initiating circuits and control two output relays from a single address. Inputs shall provide supervised monitoring of normally open, dry contacts and be capable of communicating four zone status conditions (normal, open, current limited, and short). The input circuits and output relay operation shall be controlled independently and disabled separately.

2) This dual point module shall provide a supervised multi-state input and a relay output, using a single address. The input shall provide supervised monitoring of two normally open, dry contacts with a single point and be capable of communicating four zone status conditions (normal, open, current limited, and short). The two-wire signaling line circuit shall supply power and communications to the module.

3) This dual point module shall monitor an unsupervised normally open, dry contact with one point and control an output relay with the other point, using a single address. The two-wire signaling line circuit shall supply power and communications to the module.

d. Type 4: Line Powered Control Circuit Interface Module

1) This module shall provide control and status tracking of a Form "C" contact. The two-wire signaling line circuit shall supply power and communications to the module.

e. Type 5: 4-20 mA Analog Monitor Circuit Interface Module

1) This module shall communicate the status of a compatible 4-20 mA sensor to the FACU. The FACU shall annunciate up to three threshold levels, each with custom action message; display and archive actual sensor analog levels; and permit sensor calibration date recording.

4. All Circuit Interface Modules shall be supervised and uniquely identified by the control unit. Module identification shall be transmitted to the control unit for processing according to the program instructions.
Modules shall have an on-board LED to provide an indication that the module is powered and communicating with the FACU. The LEDs shall provide a troubleshooting aid since the LED blinks on poll whenever the peripheral is powered and communicating.

2.5 CONVENTIONAL INITIATING

A. CONVENTIONAL MANUAL PULL STATIONS

1. 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.

2. Description: Conventional double-action type, red LEXAN. Station shall mechanically latch upon operation and remain so until manually reset by opening with a key common with the control units. Station shall be pull-lever type; with integral terminal strip to accommodate wiring connections to fire-alarm control unit Initiating Device Circuit. Where double-action stations are provided, the mechanism shall require two actions push top activation door to initiate an alarm.

3. California Building Code, Title 24: Where required pull station shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. Provides a more easily operated pull station lever compared to standard stations.

2.6 ADDRESSABLE NOTIFICATION

A. ADDRESSABLE ALARM NOTIFICATION APPLIANCES

1. Addressable Notification Appliances: The Contractor shall furnish and install Addressable Notification Appliances and accessories to operate on compatible signaling line circuits (SLC).

   a. Addressable Notification appliance operation shall provide power, supervision and separate control of horns and strobes over a single pair of wires. The controlling channel (SLC) digitally communicates with each appliance and receives a response to verify the appliance's presence on the channel. The channel provides a digital command to control appliance operation. SLC channel wiring shall be unshielded twisted pair (UTP), with a capacitance rating of less than 60pf/ft and a minimum 3 twists (turns) per foot.

   b. All Notification Appliances shall operate as a completely independent device allowing for specific location alerting of both fire alarm and Mass Notification functions. Each visible device (both clear fire alarm and amber mass notification) shall be capable of operating on multiple notification zones or completely separate from all other notification devices, this...
allows “On the fly” program operation changes for Mass Notification alerting and fire alarm notification.

c. All Notification Appliances shall operate as a completely independent device allowing for appliances in handicap accessible rooms and other locations to operate on the same SLC and to activate individually based on an alarm condition in a room or as part of a general alarm condition where all appliances activate together.

d. Individual Notification Appliances shall be able to be grouped into zones (or operational groups) by central programming at the main fire alarm control unit.

e. Notification Appliances shall provide for “unobtrusive” testing. Each Notification Appliance shall be tested for audible and visible operation on an individual basis at the device or from the main fire alarm control unit, allowing for minimal invasive impact.

f. Class B (Style 4) notification appliances shall be wired without requiring traditional in/out wiring methods; addressable "T" Tapping shall be permitted. Up to 127 addresses can be supported on a single channel.

g. Each Addressable notification appliance shall contain an electronic module and a selectable address setting to allow it to occupy a unique location on the channel. This on-board module shall also allow the channel to perform appliance diagnostics that assist with installation and subsequent test operations. A visible LED on each appliance shall provide verification of communications and shall flash with the appliances address setting when locally requested using a magnetic test tool.

h. Each addressable notification appliance shall have electrical test point access without removing the device cover.

i. Both wall mount and ceiling mount devices shall be available.

2. Addressable Horn: Addressable horn shall be listed to UL 464. Horn shall support Temporal Code 3, March Time (20, 60, or 120 BPM), Continuous, and Temporal Code 4 coding patterns. Horn appliances shall have a High/Low Setting, programmable by channel from the addressable controller or by appliance from the host FACU. The horn shall have a minimum sound pressure level of 83 or 89 dBA for steady) or of 79 or 85 dBA for coded operation. The horn device shall consist of three pieces; appliance, cover and mounting plate. For ease of installation the mounting plate shall mount directly to a standard single gang, double gang or 4” square electrical box, without the use of special adapter or trim rings. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit. Appliances shall be wired with UTP conductors, having a minimum of 3 twists per foot.

3. Addressable Visible/Only: Addressable strobe shall be listed to UL 1971. The V/O device shall consist of a xenon flash tube and
associated lens/reflect system, cover and mounting plate. For ease of installation the mounting plate shall mount directly to standard single gang, double gang or 4" square electrical box, without the use of special adapters or trim rings. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit. Appliances shall be wired with UTP conductors, having a minimum of 3 twists per foot. The V/O appliance shall be provided with multiple minimum flash intensities of 15cd, 30cd, 75cd, 110cd, 135cd and 185cd. The Candela levels shall be settable from the fire alarm control unit or by using a hardware selector on the appliance.

4. Addressable Audible/Visible: Addressable combination Audible/Visible (A/V) Notification Appliances shall be listed to UL 1971 and UL 464. The strobe device shall consist of a xenon flash tube and associated lens/reflect system, cover and mounting plate. For ease of installation audible/visible mounting plate shall mount directly to standard single gang, double gang or 4" square electrical box, without the use of special adapters or trim rings. The strobe shall provide multiple minimum flash intensities of 15cd, 30cd, 75cd, 110cd, 135cd and 185cd. The Candela levels shall be settable from the fire alarm control unit or using a hardware selector on the appliance. The Horn shall support Temporal Code 3, March Time (20, 60, or 120 BPM), Continuous, and Temporal Code 4 coding patterns. The horn shall have a minimum sound pressure level of 83 or 89 dBA for steady or 79 or 85 dBA for coded operation. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit. Appliances shall be wired with UTP conductors, having a minimum of 3 twists per foot. The appliance shall be capable of two-wire synchronization with one of the following options:
   a. Synchronized Strobe with Horn on steady.
   b. Synchronized Strobe with Temporal Code Pattern on Horn.
   c. Synchronized Strobe with March Time cadence on Horn.
   d. Synchronized Strobe firing to NAC sync signal with Horn silenced.

5. Addressable Multi-Tone Audible Only: Addressable multi-tone appliance shall be listed to UL 464. Per appliance tone selection of 520 Hz Horn, Broadband Horn, Bell, and Chime tones shall be controlled as Temporal Code 3, Temporal Code 4, March Time (selectable as 20, 60, or 120 bpm), or Continuous shall be programmable from the control panel, or selected using an on-board DIP Switch. Slow Whoop, Siren, and High/Low tone selections shall be controlled as synchronized continuous operation. Appliances shall have a High/Low Setting, programmable by channel from the addressable controller or by appliance from the host FACU. 520 Hz tone shall be compliant with NFPA 72 Low Frequency Signal Requirements for Sleeping Areas. The appliance shall consist of three pieces; appliance, cover and mounting plate. For ease of installation the mounting plate shall mount directly to a standard single gang,
double gang or 4” square electrical box, without the use of special adapter or trim rings. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit.

6. Addressable Multi-Tone Audible/Visible: Addressable combination Multi-Tone Audible/Visible (A/V) Notification Appliances shall be listed to UL 1971 and UL 464. The strobe device shall consist of a xenon flash tube and associated lens/reflect system, cover and mounting plate. For ease of installation audible/visible mounting plate shall mount directly to standard single gang, double gang or 4” square electrical box, without the use of special adapters or trim rings. The strobe shall provide multiple minimum flash intensities of 15cd, 30cd, 75cd, 110cd, 135cd and 185cd. The Candela levels shall be settable from the fire alarm control unit or using a hardware selector on the appliance. Per appliance tone selection of 520 Hz Horn, Broadband Horn, Bell, and Chime tones shall be controlled as Temporal Code 3, Temporal Code 4, March Time (selectable as 20, 60, or 120 bpm), or Continuous shall be programmable from the control panel, or selected using an on-board DIP Switch. Slow Whoop, Siren, and High/Low tone selections shall be controlled as synchronized continuous operation. Appliances shall have a High/Low Setting, programmable by channel from the addressable controller or by appliance from the host FACU. 520 Hz tone shall be compliant with NFPA 72 Low Frequency Signal Requirements for Sleeping Areas.

7. Addressable Weatherproof Visible Only: Addressable weatherproof strobe shall be UL 1971 listed for indoor applications with strobe intensity selectable as 15 or 75 cd or UL 1638 listed for outdoor applications with strobe rated at 75 cd (WP75) or 185 cd (WP185). The appliances shall be acceptable for indoor and outdoor, extended temperature and extended humidity applications. The V/O device shall consist of a xenon flash tube and associated lens/reflect system, weatherproof cover and weatherproof mounting box. The V/O appliance shall be provided with multiple minimum flash intensities of 15, 75, WP 75, or WP 185 candela. The Candela levels shall be settable from the fire alarm control unit or by using a hardware selector on the appliance.

8. Addressable Weatherproof Audible/Visible: Addressable weatherproof horn/strobe shall be UL 464 and UL 1971 listed for indoor applications with strobe intensity selectable as 15 or 75 cd or UL 1638 listed for outdoor applications with strobe rated at 75 cd (WP75) or 185 cd (WP185). The appliances shall be acceptable for indoor and outdoor, extended temperature and extended humidity applications. The A/V device shall consist of a xenon flash tube and associated lens/reflect system, weatherproof cover and weatherproof mounting box. The strobe appliance shall be provided with multiple minimum flash intensities of 15, 75, WP 75, or WP 185 candela. The Candela levels shall be settable from the fire alarm control unit or by using a hardware selector on the appliance. The Horn shall support Temporal
Code 3, March Time (20, 60, or 120 BPM), Continuous, and Temporal Code 4 coding patterns. The horn shall have a minimum sound pressure level of 81 or 87 dBA for steady or 80 or 87 dBA for coded operation.

9. Addressable Mini-Horn Audible Only: Addressable mini-horn shall be listed to UL 464. Horn shall support Temporal Code 3, March Time (20, 60, or 120 BPM), Continuous, and Temporal Code 4 coding patterns. Mini-horn appliances shall have a High/Low Setting, selectable at the appliance or programmable from the addressable controller by appliance from the host FACU. The horn shall have a minimum sound pressure level of 85 or 87 dBA for steady) or of 81 or 83 dBA for coded operation. The horn device shall consist of two pieces; cover and appliance/mounting plate. For ease of installation the appliance/mounting plate shall mount directly to a standard single gang electrical box, without the use of special adapter or trim rings. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit. Weatherproof model shall mount to provided single gang weatherproof electrical box.

10. Addressable LED Visible Only: Addressable LED visible strobe (V/O) shall be listed to UL 1971. The multi-candela LED V/O strobe device shall be available in low (15, 30, 75 cd) and high (110, 135, 185 cd) range candela. Models shall provide a small compact design with low current draw due to efficient strobe LED’s. LED strobe device shall consist of two pieces; cover and appliance/mounting plate. For ease of installation the appliance/mounting plate shall mount directly to a standard single gang electrical box, without the use of special adapter or trim rings. Synchronized LED strobe operation shall be provided with other LED or Xenon strobe devices on the same circuit or the same panel on different circuits. LED strobe device shall meet the 20ms pulse width requirement in the 2016 Edition of NFPA 72. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit. The Candela levels shall be settable from the fire alarm control unit or by using a hardware selector on the appliance. Weatherproof model shall mount to provided single gang weatherproof electrical box.

11. Addressable LED Audible/Visible: Addressable combination LED Audible/Visible (A/V) Notification Appliances shall be listed to UL 1971 and UL 464. Horn shall support Temporal Code 3, March Time (20, 60, or 120 BPM), Continuous, and Temporal Code 4 coding patterns. Horn shall have a High/Low Setting, selectable at the appliance or programmable from the addressable controller by appliance from the host FACU. The horn shall have a minimum sound pressure level of 85 or 87 dBA for steady) or of 81 or 83 dBA for coded operation. The multi-candela LED V/O strobe device shall be available in low (15, 30, 75 cd) and high (110, 135, 185 cd) range candela. Models shall provide a small compact design with low current draw due to efficient
strobe LED’s. Synchronized LED strobe operation shall be provided with other LED or Xenon strobe devices on the same circuit or the same panel on different circuits. LED strobe device shall meet the 20ms pulse width requirement in the 2016 Edition of NFPA 72. The AV device shall consist of two pieces; cover and appliance/mounting plate. For ease of installation the appliance/mounting plate shall mount directly to a standard single gang electrical box, without the use of special adapter or trim rings. When the appliance is connected to an active circuit, the front cover of the appliance shall be removable without causing a trouble indication on the fire alarm control unit. Weatherproof model shall mount to provided single gang weatherproof electrical box.

12. Standard Speaker: Speaker notification appliances shall be listed to UL 1480.
   a. The speaker shall operate on a standard 25VRMS or 70.7VRMS NAC using twisted / shielded wire.
   b. The following taps are available: 0.25W, 0.50W, 1.0W and 2.0W. At the 1.0W tap, the speaker has minimum UL rated sound pressure level of 84dBA at 10 feet.
   c. The speaker shall have a frequency response of 400 to 4000 Hz for Fire Alarm and 125 to 12kHz for general signaling.
   d. The speaker shall install directly to a 4” square, 1 ½” deep electrical box with 1 ½” extension.

13. Hybrid Speaker/Visible: Combination Speaker/Visible (S/V) units combine the speaker and visible functions into a common housing. The S/V shall be listed to UL 1971 and UL 1480. Addressable functionality controls visible operation, while the speaker operates on a 25VRMS or 70.7VRMS NAC.
   a. Twisted/shielded wire is required for speaker connections on a standard 25VRMS or 70.7VRMS NAC and UTP conductors, having a minimum of 3 twists per foot is required for addressable strobe connections.
   b. The following taps are available: 0.25W, 0.50W, 1.0W and 2.0W. At the 1.0W tap, the speaker has minimum UL rated sound pressure level of 82 dBA at 10 feet.
   c. The S/V shall have a frequency response of 400 to 4000 Hz for Fire Alarm and 125 to 12kHz for general signaling.
   d. The S/V installs directly to a 4” square, 1 ½” deep electrical box with 1 ½” extension.

14. Addressable Speaker: Addressable Speaker notification appliances shall be listed to UL 1480. Individual device level supervision and activation control shall be provided by the fire alarm control unit.
   a. Speakers shall be individually powered, addressed, and controlled from a compatible fire alarm control unit Signaling Line Circuit (SLC) using Unshielded Twisted Pair (UTP) cable and T-taps shall be allowed for Class B installation reducing wiring costs and wiring distances. Shielded cable shall not be
b. Speakers shall provide for Fire Alarm and General Signaling functionality in a single unit, eliminating additional devices. Device “Self-Test” shall be supported by a compatible fire alarm control unit and shall be UL listed and NFPA 72 compliant. Speakers shall be UL listed to provide a 520Hz audio tone in compliance with NFPA 72 for sleeping areas.

c. The speaker audio shall be provided by a standard 25VRMS or 70.7VRMS audio circuit using Unshielded Twisted Pair (UTP) cable and T-taps shall be allowed for Class B installation reducing wiring costs and wiring distances. Supervision of this circuit shall be provided by the addressable speaker. Shielded cable shall not be required.

d. Speaker power taps shall be at a minimum of 0.25W, 0.50W, 1.0W and 2.0W. At the 1.0W tap, the speaker shall have a minimum UL rated sound pressure level of 86dBA at 10 feet for the Standard Output version and 84dBA at 10 feet for the High Fidelity version.

e. Speakers shall be available in either “Standard Output” with a minimum frequency response of 400 to 4000 Hz or in “High Fidelity Output” with a minimum frequency response of 200 to 10,000 Hz. Standard Output speakers shall use a multi-tapped speaker for audio/tone notification.

f. Wall mount appliances shall be available in White and Red and ceiling mount appliances shall be available in White, Red, and Black. Labeling shall be available as either “FIRE”, “ALERT” or no labeling.

g. The speaker shall install directly to a 4” square, 2 1/8” deep electrical box. Extensions for these boxes shall not be required. Units shall be modular in design to allow for easy installation and for easy changing of device color and labeling.

15. Addressable Speaker/Visible: Combination Speaker/Visible (S/V) units combine the speaker and visible functions into a common housing. The S/V shall be listed to UL 1971 and UL 1480. Addressable functionality controls visible operation, while the speaker shall operate on a 25VRMS or 70.7VRMS NAC.

a. Operational functions and features of Addressable Speaker above shall apply to this section. Operational functions and features of Addressable Strobe above shall apply to this section.

b. Wall mount appliances shall be available in White and Red and ceiling mount appliances shall be available in White, Red, and Black. Labeling shall be available as either “FIRE”, “ALERT” or no labeling.

c. The speaker shall install directly to a 4” square, 2 1/8” deep electrical box. Extensions for these boxes shall not be required. Units shall be modular in design to allow for easy installation and for easy changing of device color and labeling.

16. Isolator Module: Isolator module provides short circuit isolation for
addressable notification appliance SLC wiring. Isolator shall be listed to UL 864. The Isolator shall mount directly to a minimum 2 1/8" deep, standard 4" square electrical box, without the use of special adapter or trim rings. Power and communications shall be supplied by the Addressable Controller channel SLC; dual port design shall accept communications and power from either port and shall automatically isolate one port from the other when a short circuit occurs. The following functionality shall be included in the Isolator module:

a. Report faults to the host FACU.
b. On-board Yellow LED provides module status.
c. After the wiring fault is repaired, the Isolator modules shall test the lines and automatically restore the connection.

17. Addressable Textual Notification Appliance: Textual Notification Appliance is to operate on a compatible Signaling Line Circuit (SLC) and is to provide a high visibility, multi-color LED text message display.

a. Textual Notification Appliance shall be Listed to UL 1638 Visual Signaling Appliances.
b. Appliance shall be capable of up to thirty two (32) pre-programmed message selections that can be activated in response to pre-defined emergency situations or linked to specific system point status conditions.
c. Textual Notification Appliance shall be capable of displaying dual or single line emergency instructions. Instructions can show as static, flashing, or scrolling with a variety of appearance/transition options. Instructions shall be capable of displaying using multi-colors to emphasize instructions content.
d. Textual Notification Appliance shall be capable of providing non-emergency information during non-emergency conditions. Emergency conditions will override non-emergency message/instructions and display emergency instructions.
e. Textual Notification Appliance shall be capable of scrolling instructions of at least 512 characters in length.
f. Textual Notification Appliance shall be viewable from a distance of 100 feet.
g. Textual Notification Appliance shall be powered by a listed fire alarm power supply providing 24VDC with battery back-up.
h. Textual Notification Appliance shall be capable of wall or ceiling mounting options.

18. Accessories: The contractor shall furnish the necessary accessories.

B. ADDRESSABLE APPLIANCE SLC REPEATER

1. Addressable Repeater shall supervise channel (SLC) wiring and communicate with and control addressable notification appliances. The Repeater shall be a stand-alone panel capable of powering one (1) NAC SLC. The channel (SLC) shall be rated for 3 amps and support up to 127 addresses. Power and communication for the
notification appliances shall be provided on the same pair of wires. It shall be possible to program the High/Low setting of the audible (horn) appliances by channel from the addressable controller.

a. The Repeater shall provide a constant voltage output to ensure NAC current and voltage do not vary whether the panel is operating on AC or battery. The output voltage during alarm conditions shall be 29 VRMS.

b. Addressable SLC notification appliance circuits shall be Class A, Style 6.

c. For Class B circuits, the Repeater shall support up to 4 Class B branches directly at its output terminals for one SLC.

d. The internal power supply and battery charger shall be capable of charging up two 12.7 Ah batteries internally mounted or 25Ah batteries mounted in an external cabinet.

e. The Repeater panel can be mounted close to the host fire alarm control unit or remotely.

f. The Repeater status shall be communicated to the host fire alarm control unit and locally indicated.

h. The Repeater shall be listed to UL 864

2.7 REMOTE LCD ANNUNCIATOR

A. Provide a remote LCD Annunciator, with the same "look and feel" as the FACU operator interface. The Remote LCD Annunciator shall use the same Primary Acknowledge, Silence, and Reset Keys; Status LEDs and LCD Display as the FACU.

B. Annunciator shall have super-twist LCD display with two lines of 40 characters each. Annunciator shall be provided with four (4) programmable control switches and associated LEDs.

C. Under normal conditions the LCD shall display a "SYSTEM IS NORMAL" message and the current time and date.

D. Should an abnormal condition be detected the appropriate LED (Alarm, Supervisory or Trouble) shall flash. The unit audible signal shall pulse for alarm conditions and sound steady for trouble and supervisory conditions.

E. The LCD shall display the following information relative to the abnormal condition of a point in the system:

1. 40 character custom location label.

2. Type of device (e.g., smoke, pull station, waterflow).

3. Point status (e.g., alarm, trouble).

F. Operator keys shall be key switch enabled to prevent unauthorized use. The
key shall only be removable in the disabled position. Acknowledge, Silence and Reset operation shall be the same as the FACU.

2.8 DIGITAL ALARM COMMUNICATOR TRANSMITTER

A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632 and be listed and labeled by an NRTL.

B. 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.

C. 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.
   5. Communications failure with the central station or fire-alarm control unit.

D. Digital data transmission shall include the following:
   1. Address of the alarm-initiating device.
   2. Address of the supervisory signal.
   3. Address or loss of power.
   4. Low battery.
   5. Abnormal test signal.

E. Secondary Power: Integral rechargeable battery and automatic charger.

F. Self-Test: Conducted automatically every 24 hours with report transmitted to
central station.

2.9 EMERGENCY POWER SUPPLY

A. General: Components include battery, charger, and an automatic transfer switch.

B. Battery: Sealed lead-acid or nickel cadmium type. Provide sufficient capacity to operate the complete alarm system in normal or supervisory (non-alarm) mode for a period of 24 hours. Following this period of operation on battery power, the battery shall have sufficient capacity to operate all components of the system, including all alarm notification devices in alarm mode for a period of 5 minutes.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install system components and all associated devices in accordance with applicable NFPA Standards and manufacturer's recommendations.

B. Installation personnel shall be supervised by persons who are qualified and experienced in the installation, inspection, and testing of fire alarm systems. Examples of qualified personnel shall include, but not be limited to, the following:

1. Factory trained and certified personnel.

2. National Institute of Certification in Engineering Technologies (NICET) fire alarm level II certified personnel.

3. Personnel licensed or certified by state or local authority.

3.2 EQUIPMENT INSTALLATION

A. Furnish and install a complete Fire Alarm System as described herein and as shown on the plans. Include sufficient control unit(s), annunciator(s), manual stations, automatic fire detectors, smoke detectors, audible and visible notification appliances, wiring, terminations, electrical boxes, Ethernet drops, and all other necessary material for a complete operating system.

B. Existing Fire Alarm Equipment shall be maintained fully operational until the new equipment has been tested and accepted.

C. Equipment Removal: After acceptance of the new fire alarm system, disconnect and remove the existing fire alarm equipment and restore damaged surfaces. Package operational fire alarm and detection equipment that has been removed and deliver to the Owner. Remove from the site and legally dispose of the remainder of the existing material.

D. Water-Flow and Valve Supervisory Switches: Connect for each sprinkler valve
required to be supervised.

E. Device Location-Indicating Lights: Locate in the public space immediately adjacent to the device they monitor.

F. Install manual station with operating handle 48 inches (1.22 m) above floor. Install wall mounted audible and visual notification appliances not less than 80 inches (2.03 m) above floor to bottom of lens and not greater than 96 inches (2.44 m) above floor to bottom of lens.

G. Mount outlet box for electric door holder to withstand 80 pounds pulling force.

H. Make conduit and wiring connections to sprinkler flow switches, sprinkler valve tamper switches, fire suppression system control units, detectors.

I. Automatic Detector Installation: Conform to NFPA 72.

J. Ethernet Drop: A standard RJ-45 Ethernet connection to the owner’s Ethernet network shall be provided at each fire alarm control unit as part of the contract.

3.3 CONNECTIONS

A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, comply with requirements in Division 08 Section "Door Hardware." Connect hardware and devices to fire-alarm system.

1. Verify that hardware and devices are NRTL listed for use with fire-alarm system in this Section before making connections.

B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 3 feet (1 m) 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 smoke-control system (smoke management) at firefighter smoke-control system panel.

2. Alarm-initiating connection to stairwell and elevator-shaft pressurization systems.

3. Smoke dampers in air ducts of designated air-conditioning duct systems.

4. Alarm-initiating connection to elevator recall system and components.

5. Alarm-initiating connection to activate emergency lighting control.

6. Alarm-initiating connection to activate emergency shutoffs for gas and
fuel supplies.

7. Supervisory connections at valve supervisory switches.

8. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.


10. Supervisory connections at fire-pump power failure including a dead-phase or phase-reversal condition.

11. Supervisory connections at fire-pump engine control panel.

3.4 WIRING INSTALLATION

A. System Wiring: Wire and cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction and shall be installed in accordance with the appropriate articles from the current approved edition of NFPA 70: National Electric Code (NEC).

B. Contractor shall obtain from the Fire Alarm System Manufacturer written instruction regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by the Contractor without the prior written approval of the Fire Alarm System Manufacturer.

C. Color Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color code for alarm initiating device circuits wiring and a different color code for supervisory circuits. Color-code notification appliance circuits differently from alarm-initiating circuits. Paint fire alarm system junction boxes and covers red.

D. Terminate circuit in control unit for Class "A" supervision.

E. Ethernet Circuits:

1. Ethernet circuits shall be provided to the Fire Alarm Control Unit as shown on the plans.

2. Where a dedicated Fire Alarm Ethernet LAN is specified only Agency Listed Fire Alarm Ethernet hardware shall be installed.

3. The electrical contractor shall coordinate and ensure proper Ethernet connections occur at the fire alarm control unit and other designated equipment locations prior to system turnover.

3.5 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "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.

3.7 FIELD QUALITY CONTROL

A. Manufacturer's Field Services: Provide services of a factory-authorized service representative to supervise the field assembly and connection of components and the pretesting, testing, and adjustment of the system.

B. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals with the following qualifications:

1. Factory trained and certified.

2. National Institute for Certification in Engineering Technologies (NICET) fire alarm certified.

3. International Municipal Signal Association (IMSA) fire alarm certified.

4. Certified by a state or local authority.

5. Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems.

C. Pretesting: Determine, through pretesting, the conformance of the system to the requirements of the Drawings and Specifications. Correct deficiencies observed in pretesting. Replace malfunctioning or damaged items with new and retest until satisfactory performance and conditions are achieved.

D. Inspection:

1. Inspect equipment installation, interconnection with system devices, mounting locations, and mounting methods.

2. Verify that units and controls are properly installed, connected, and labeled and that interconnecting wires and terminals are identified.

E. Acceptance Operational Tests:

1. Perform operational system tests to verify conformance with specifications:
   
a. Each alarm initiating device installed shall be operationally tested. Each device shall be tested for alarm and trouble conditions. Contractor shall submit a written certification that the Fire Alarm System installation is complete including all
punch-list items. Test battery operated emergency power supply. Test emergency power supply to minimum durations specified. Test Supervising Station Signal Transmitter. Coordinate testing with Supervising Station monitoring firm/entity.

b. Test each Notification Appliance installed for proper operation. Submit written report indicating sound pressure levels at specified distances.

c. Test Fire Alarm Control Unit and Remote Annunciator.

2. Provide minimum 10 days notice of acceptance test performance schedule to Owner, and local Authority Having Jurisdiction.

F. Retesting: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets the Specifications and complies with applicable standards.

G. Report of Tests and Inspections: Provide a written record of inspections, tests, and detailed test results in the form of a test log. Use NFPA 72 Forms for documentation.

H. Final Test, Record of Completion, and Certificate of Occupancy:

1. Test the system as required by the Authority Having Jurisdiction in order to obtain a certificate of occupancy. Provide completed NFPA 72 Record of Completion form to Owner and AHJ.

3.8 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

3.9 CLEANING AND ADJUSTING

A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Clean unit internally using methods and materials recommended by manufacturer.

B. Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound pressure levels and adjusting controls and sensitivities to suit actual occupied conditions. Provide up to three visits to the site for this purpose.

3.10 TRAINING

A. Provide the services of a factory-authorized service representative to demonstrate the system and train Owner's maintenance personnel as specified below.

1. Train Owner's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventive maintaining of the system. Provide a minimum of 4 hours' training.
2. Schedule training with the Owner at least seven days in advance.