BID DOCUMENTS

Downey Unified
SCHOOL DISTRICT

Bid #21/22-12

Pace Education Center and Ward Elementary School Fire Alarm Upgrade Project

January 21, 2022

DOCUMENT 00 01 10

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DRAWINGS

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PACE EDUCATION CENTER

FA0.00	FIRE ALARM SYMBOLS AND ABBREVIATIONS
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FA6.01	FIRE ALARM DETAILS

WARD ELEMENTARY SCHOOL

FA0.00	FIRE ALARM SYMBOLS AND ABBREVIATIONS
FAS1.01	FIRE ALARM SITE PLAN
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FA1.02	FIRE ALARM CLASSROOM BLDGS B,C, AND D FLOOR PLANS
FA1.03	FIRE ALARM PORTABLES
FA5.01	FIRE ALARM RISER DIAGRAM
FA5.02	FIRE ALARM VOLTAGE DROP & BATTERY CALCULATIONS
FA6.01	FIRE ALARM DETAILS

END OF DOCUMENT

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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Downey Unified School District ("District") will receive sealed bids for the following project no later than the specified bid deadline.

Bid #21/22-12 – Pace Education Center and Ward Elementary School Fire Alarm Upgrade Project

2. The Project consists of:

Campus wide fire alarm upgrades for Pace Education Center and Ward Elementary School

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s)**:**

A, B, and/or C-16

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after January 21, 2022, by contacting Kay Domingo at kdomingo@dusd.net, or downloaded from the District's website, https://web.dusd.net/purchasing/#bids.

6. Sealed bids will be received until **9 AM February 9, 2022** at the District Facilities Office, Attn: Kay Domingo, 11627 Brookshire Avenue, Downey California 90241 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

8. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Downey Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

9. A mandatory pre-bid conference and site visit will be held on Monday, January 21, 2022 at 2:00 PM at Pace Education Center, 9625 Van Ruiten St., Bellflower, California 90706 at the front office and then to Ward Elementary, 8851 Adoree St., Downey, CA 90242 at the front office. All participants are required to sign in at both locations. Failure to attend or tardiness will render bid ineligible.

10. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

11. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

12. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

13. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

    A. The base bid amount only.

15. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Downey Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

16. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

    Pace Education Center and Ward Elementary School Fire Alarm Upgrade Project

17. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.

18. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.

    a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

    b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.

    c. Bids must contain all documents as required herein.

19. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

20. Bids will be opened at or after the time indicated for receipt of bids.

21. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

22. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

23. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

24. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

    a. Bid Bond on the District's form, or other security.

    b. Designated Subcontractors List.

    c. Site Visit Certification, if a site visit was required.

    d. Non-Collusion Declaration.

25. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

26. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

27. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

28. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

    a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

29. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

30. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.

31. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

32. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

    (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

33. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.

b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.

d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

34. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

35. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Vince Madsen, vmadsen@dusd.net. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at https://web.dusd.net/bids-rfps/Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

36. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

37. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

38. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

39. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

40. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

41. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A

duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

42. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

(1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

(2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(a) The subcontractor is registered prior to the bid opening.

(b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a

reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

43. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.

a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Drug-Free Workplace Certification.

i. Tobacco-Free Environment Certification.

j. Hazardous Materials Certification.

k. Lead-Based Materials Certification.

l. Imported Materials Certification.

m. Criminal Background Investigation/Fingerprinting Certification.

n. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

44. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

45. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

46. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

47. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and

furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

[INTENTIONALLY LEFT BLANK UNLESS PROVIDED IN SPECIAL CONDITIONS – SEPARATE PREQUALIFICATION PROCESS RECOMMENDED]

END OF DOCUMENT

DOCUMENT 00 31 19

EXISTING CONDITIONS

48. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

49. Reports and Information on Existing Conditions

a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Downey Unified School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.

b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.

c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.

d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.

e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:

(1) Original Construction Drawings.
(2) Survey of Site.
(3) Geotechnical Report(s).
(4) Hazardous Material Report(s).
(5) Videotaped Survey(s).

50. Use of Information

a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.

e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

51. Investigations/Site Examinations

a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and

Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

DOCUMENT 00 31 32

GEOTECHNICAL DATA

52. Summary

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

53. Geotechnical Reports

a. Geotechnical reports may have been prepared for and around the Site and/or in connection with the Work by soil investigation engineers hired by Downey Unified School District ("District"), and its consultants, contractors, and tenants.

b. Geotechnical reports may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are **not** part of the Contract Documents.

c. The reports and drawings of physical conditions that may relate to the Project are the following:

(N/A)

54. Use of Data

a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.

b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.

c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, geotechnical conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder should perform as a condition to bidding and Bidder must not and shall not rely on information supplied by District.

55. Limited Reliance Permitted on Certain Information

a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

(1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

(2) The term "technical data" shall not include the location of underground facilities.

(3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.

(4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

56. Investigations/Site Examinations

a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

To: Governing Board of the Downey Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of, for the following project known as _____:

PACE EDUCATION CENTER:

("Project" or "Contract") and will accept in full payment for that Work the following **total** lump sum amount, all taxes included:

_____ dollars	$ _____
BASE BID	

WARD ELEMENTARY SCHOOL:

("Project" or "Contract") and will accept in full payment for that Work the following **total** lump sum amount, all taxes included:

_____ dollars	$ _____
BASE BID	

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57. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

58. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

59. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

60. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

61. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

62. The following documents are attached hereto:

- Bid Bond on the District's form or other security
- Designated Subcontractors List
- Site Visit Certification
- Non-Collusion Declaration

63. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

64. Bidder acknowledges that the license required for performance of the Work is a _____ _____ license.

65. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

66. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

67. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract

68. [Bidder agrees to comply with all requirements of the Project Labor Agreement].

69. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

70. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

71. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

72. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

73. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned,_____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Downey Unified School District ("District") of Los Angeles County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars ($ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: _____ ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: _____

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: _____

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Downey Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

1.

2.

3.

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

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

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

[IF THIS PROJECT USES FEDERAL FUNDS, DISTRICT SHOULD INCLUDE THE FOLLOWING] I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

c. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

d. Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace.

(2) The person's or organization's policy of maintaining a drug-free workplace.

(3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

(4) The penalties that may be imposed upon employees for drug abuse violations.

e. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

74. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

75. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

76. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

77. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

78. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

79. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.06

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample

survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior

to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

   The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

   The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

   If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

   If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

   It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

   The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:
- □ Delivery Firm/Transporter
- □ Supplier
- □ Manufacturer
- □ Wholesaler
- □ Broker
- □ Retailer
- □ Distributor
- □ Other _____

Type of Entity
- □ Corporation
- □ General Partnership
- □ Limited Partnership
- □ Limited Liability Company
- □ Sole Proprietorship
- □ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.08

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____between the Downey Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

x The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ *The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____

Print Name: _____

Title: _____

DOCUMENT 00 45 49

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of the Downey Unified School District ("District")

Re: _____, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____ _____, 20__, by action of the District's Board.

The Contract Price is _____ Dollars ($_____), and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Drug-Free Workplace Certification.

i. Tobacco-Free Environment Certification.

j. Hazardous Materials Certification.

k. Lead-Based Materials Certification.

l. Imported Materials Certification.

m. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

DOWNEY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____ _____, 20___, by and between the Downey Unified School District ("District") and _____ _____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

5. **The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:
   Pace Education Center and Ward Elementary School Fire Alarm Upgrade
   ("Project" or "Contract" or "Work")
   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

6. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

7. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

8. **Time for Completion**: It is hereby understood and agreed that the Work under this Contract shall be completed within one hundred eleven (111) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

9. **Completion - Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

10. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of one thousand dollars ($1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

    It is hereby understood and agreed that this amount is not a penalty.

    In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

    The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

11. **Loss Or Damage**: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

12. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost

profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

13. **Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

14. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

15. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.

16. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

17. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

18. **Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.

19. **Payment of Prevailing Wages**: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

20. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code,

including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

21. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars

($_____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

22. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

23. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

24. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR	**DOWNEY UNIFIED SCHOOL DISTRICT**
_____	_____
By: _____	By: _____
Title: _____	Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 20___

TO: _____
("Contractor")

ADDRESS: _____

PROJECT:_____

PROJECT/CONTRACT NO.: _____ between the Downey Unified School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20___.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

a. Contractor's preliminary schedule of construction.

b. Contractor's preliminary schedule of values for all of the Work.

c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals

d. Contractor's Safety Plan specifically adapted for the Project.

e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

DOWNEY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 56 00

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.

b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.

c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.

d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.

e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.

f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein,

District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.

b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.

c. All costs shall be identified. For bid items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".

b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.

b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:

(1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.

(2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.

(3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.

(4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN**

(7) calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

DOCUMENT 00 57 00

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contact Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20___, by and between the Downey Unified School District ("District"), whose address is 11627 Brookshire Avenue , Downey , California 90241 , and _____ ("Contractor"), whose address is _____ , and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

25. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

    ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No.___ entered into between District and Contractor for the _____ _____ Project, in the amount of _____ Dollars ($_____) dated, _____, 20_____, (the "Contract"); **or**

    ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

    When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

    Securities shall be held in the name of Downey Unified School District, and shall designate Contractor as beneficial owner.

26. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

27. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

28. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor $_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

29. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.

30. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.

31. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.

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

33. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and ___ _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Pace Education Center and Ward Elementary School Fire Alarm Upgrade Project

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____

Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Pace Education Center and Ward Elementary School Fire Alarm Upgrade Project

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and_____ _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of

the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 63 40

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Downey Unified School District
11627 Brookshire Avenue
Downey , CA 90241

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: _____ **Date: _____**
DSA File No.:_____
Bid No.: _____ **DSA Appl. No._____**

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

_____
_____
_____

Contractor Name, Address, Telephone:

_____
_____
_____

Reference	**Description**	**Allowance Authorized for Expenditure**
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	$
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	$
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	$

Total Contract Allowance Amount:	$
Amount of Previously Approved Allowance Expenditure Directive(s):	$

Amount of this Allowance Expenditure Directive:	$

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

DISTRICT: DOWNEY UNIFIED SCHOOL DISTRICT Date: _____ By:_____ [Print Name and Title here]	**CONTRACTOR:** _____ Date: _____ By:_____ [Print Name and Title here]
ARCHITECT: _____ Date: _____ By:_____ [Print Name and Title here]	**PROJECT INSPECTOR:** _____ Date: _____ By:_____ [Print Name and Title here]

END OF DOCUMENT

DOCUMENT 00 63 57

PROPOSED CHANGE ORDER FORM

Downey Unified School District
11627 Brookshire Avenue
Downey , CA 90241

PCO NO.:

Project: _____
Bid No.: _____
RFI #:_____

Date: _____
DSA File No.: _____
DSA Appl. No.:_____

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d)		
(f)	**Subtotal**		
(g)	**Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (f)		
(h)	**Subtotal**		
(i)	**Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (h)		
(j)	**TOTAL**		
(k)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

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	WORK PERFORMED BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (d)		
(f)	**Subtotal**		
(g)	**Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (f)		
(h)	**TOTAL**		
(i)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

_____ _____

[Name] Date

END OF DOCUMENT

DOCUMENT 00 63 63

CHANGE ORDER FORM

Downey Unified School District
11627 Brookshire Avenue
Downey , CA 90241

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.:_____

The following parties agree to the terms of this Change Order:

Owner: _____
[Name / Address]
_____
_____

Contractor: _____
[Name / Address]
_____
_____

Architect: _____
[Name / Address]
_____
_____

Project Inspector: _____
[Name / Address]
_____
_____

Reference	**Description**	**Cost**	**Days Ext.**
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	$	

Contract time will be adjusted as follows: Previous Completion Date: [Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: [Date]	Original Contract Amount:	$
	Amount of Previously Approved Change Order(s):	$
	Amount of this Change Order:	$
	Contract Amount:	$

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:		Contractor:	
_____	_____	_____	_____
[Name]	Date	[Name]	Date
Architect:		Project Inspector:	
_____	_____	_____	_____
[Name]	Date	[Name]	Date

END OF DOCUMENT

DOCUMENT 00 65 19.26

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20___ by and between the DOWNEY UNIFIED SCHOOL DISTRICT ("District") and _____ _____ ("Contractor"), whose place of business is _____ _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: _____ _____ ("Contract" or "Project") in the County of Los Angeles , California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

35. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	$_____
Modified Contract Sum	$_____
Payment to Date	$_____
Liquidated Damages	$_____
Payment Due Contractor	$_____

36. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars ($_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

37. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

38. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Description of Claim	Amount of Claim	Date Claim Submitted
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____
_____	_____	$_____	_____

[If further space is required, attach additional sheets showing the required information.]

39. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

40. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.

41. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

42. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

43. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

DOWNEY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 65 36

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____ _____ ("Work" of Contractor) which Contractor has installed for the Downey Unified School District ("District") for the following project:

PROJECT: Pace Education Center and Ward Elementary School Fire Alarm Upgrade Project

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of one year(s) from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20___.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance Expenditure Directive: Written authorization for expenditure of allowance, if any.

1.1.3 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.4 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.5 As-Builts: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.6 Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.7 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.8 Claim: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.9 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.10 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.11 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.12 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

1.1.12.1 Notice to Bidders
1.1.12.2 Instructions to Bidders
1.1.12.3 Bid Form and Proposal
1.1.12.4 Bid Bond
1.1.12.5 Designated Subcontractors List
1.1.12.6 Site Visit Certification (if a site visit was required)
1.1.12.7 Non-Collusion Declaration
1.1.12.8 Notice of Award
1.1.12.9 Notice to Proceed
1.1.12.10 Agreement
1.1.12.11 Escrow of Bid Documentation
1.1.12.12 Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
1.1.12.13 Performance Bond
1.1.12.14 Payment Bond (Contractor's Labor & Material Bond)
1.1.12.15 General Conditions
1.1.12.16 Special Conditions (if applicable)
1.1.12.17 Project Labor Agreement (if applicable)
1.1.12.18 Hazardous Materials Procedures and Requirements
1.1.12.19 Workers' Compensation Certification
1.1.12.20 Prevailing Wage Certification
1.1.12.21 Disabled Veteran Business Enterprise Participation Certification (if applicable)
1.1.12.22 Drug-Free Workplace Certification (if applicable)
1.1.12.23 Tobacco-Free Environment Certification
1.1.12.24 Hazardous Materials Certification (if applicable)
1.1.12.25 Lead-Based Materials Certification (if applicable)
1.1.12.26 Imported Materials Certification (if applicable)
1.1.12.27 Criminal Background Investigation/Fingerprinting Certification
1.1.12.28 Buy American Certification (if applicable)
1.1.12.29 Roofing Project Certification (if applicable)
1.1.12.30 Registered Subcontractors List
1.1.12.31 Iran Contracting Act Certification (if applicable)
1.1.12.32 Post Bid Interview
1.1.12.33 All Plans, Technical Specifications, and Drawings
1.1.12.34 Any and all addenda to any of the above documents
1.1.12.35 Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.13 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.14 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.15 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.16 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.17 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.18 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.19 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.20 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.21 District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.21.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.21.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.22 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.23 DSA: Division of the State Architect.

1.1.24 Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.25 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.26 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.27 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.28 Plans: See **Drawings**.

1.1.29 Premises: The real property owned by the District on which the Site is located.

1.1.30 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.31 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.32 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

1.1.33 Project: The planned undertaking as provided for in the Contract Documents.

1.1.34 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.35 Project Labor Agreement (or "PLA"): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.36 Proposed Change Order (or "PCO"): a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.37 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.38 Qualified SWPPP Practitioners (or "QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.39 Record Drawings: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

1.1.40 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.41 Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.42 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.43 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.44 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.45 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.46 Site: The Project site as shown on the Drawings.

1.1.47 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any,

consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.48 State: The State of California.

1.1.49 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.50 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.51 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.52 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.53 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or

transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

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

1.8.5 Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

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

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3 If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the cost of all tests and inspections. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its agents, and employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, http://www.cslb.ca.gov.

6.1.3 As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm or current URL.

6.1.4 Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor.

6.2 Project Inspection Card(s)

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 Contractor's Supervision

6.3.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.3.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, Contractor shall notify District in writing before any

change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

6.4.1 Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

6.5 Field Office

6.5.1 Contractor shall provide a temporary office on the Work Site for the District's use exclusively, during the term of the Contract.

6.6 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved

Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

6.7.2.1 Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.7.2.1.1 A brief description of all Work performed on that day.
6.7.2.1.2 A summary of all other pertinent events and/or occurrences on that day.
6.7.2.1.3 The weather conditions on that day.
6.7.2.1.4 A list of all Subcontractor(s) working on that day, including DIR registration numbers.
6.7.2.1.5 A list of each Contractor employee working on that day and the total hours worked for each employee.
6.7.2.1.6 A complete list of all equipment on Site that day, whether in use or not.
6.7.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day.
6.7.2.1.8 A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its

office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work.

6.9.5 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Contractor shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

6.10.2 Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

6.12 Royalties and Patents

6.12.1 Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

6.12.2 The review by the District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor in violation of any patent or other rights of any person or entity.

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.14 Safety/Protection of Persons and Property

6.14.1 The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.14.5 The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.14.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.14.11 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.14.17 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.14.18 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove non-complying persons from Project Site.

6.14.20 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be

approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

6.16 Cleaning Up

6.16.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

6.16.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.16.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

7. SUBCONTRACTORS

7.1 Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7 The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.7.1 If the Contract is valued at $1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.7.2 Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.8 Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9 Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2 In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3 If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

8.4 To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.1.1.1 The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

10.1.1.2 Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1 Divided into at least the following categories:

10.1.1.2.1.1 Overhead and profit;
10.1.1.2.1.2 Supervision;
10.1.1.2.1.3 General conditions;
10.1.1.2.1.4 Layout;
10.1.1.2.1.5 Mobilization;
10.1.1.2.1.6 Submittals;
10.1.1.2.1.7 Bonds and insurance;
10.1.1.2.1.8 Close-out/Certification documentation;
10.1.1.2.1.9 Demolition;
10.1.1.2.1.10 Installation;
10.1.1.2.1.11 Rough-in;
10.1.1.2.1.12 Finishes;
10.1.1.2.1.13 Testing;
10.1.1.2.1.14 Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

10.1.1.2.2.1 Site work;
10.1.1.2.2.2 By each building;
10.1.1.2.2.3 By each floor.

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1 Mobilization and layout combined to equal not more than 1%;
10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than 3%;
10.1.1.2.3.3 Bonds and insurance combined to equal not more than 2%.

10.1.1.2.4 Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.1.2.5 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.6 Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor’s bid. For example, without limiting the foregoing,

Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

10.1.1.2.7 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.8 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

10.1.1.4 Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5 Complete Registered Subcontractors List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 The District shall have the right at any time to revise the schedule of values if, in the District’s sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the federal “Hazard Communication” standard, or employees’ “right to know” law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

11.2.2 Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved

in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for

liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed $25,000 unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to 13.1.2.3 below, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Contractor's primary limits to the minimum requirements herein.

13.1.3 **Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable

ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance

carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

13.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

13.1.7.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.7.6 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.7 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.8 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.7.9 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

13.1.8 Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$2,000,000 per occurrence; $4,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	$1,000,000
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		$1,000,000 per claim; $2,000,000 aggregate

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, , agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the sole negligence, active negligence, or

willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.7 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

15. TIME

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

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

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

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

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

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

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its

judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Schedule Analysis"). Such Schedule Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor;

16.3.2.4 The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

16.3.2.5 Contractor timely complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional

compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Change Orders

17.3.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Price, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.4 Construction Change Directives

17.4.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 Force Account Directives

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily

incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.5.5 The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.7.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.7.4 Unknown and/or Unforeseen Conditions

If there is an Allowance, then Contractor must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. If cost of the unforeseen condition(s) exceed the Allowance, Contractor must submit a PCO requesting an increase in Contract Price and/or Contract Time that is based at least

partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.5 Time to Submit Proposed Change Order

Contractor shall submit its PCO within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.7.6 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

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17.8 Format for Proposed Change Order

17.8.1 The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	**ADD**	**DEDUCT**
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
	Subtotal		
(d)	**Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d)		
	Subtotal		
(e)	**Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (f)		
	Subtotal		
(f)	**Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (h)		
	TOTAL		
(g)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

	WORK PERFORMED BY CONTRACTOR	**ADD**	**DEDUCT**
(h)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(i)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(j)	**Add Equipment** (attach suppliers' invoice)		
	Subtotal		
(k)	**Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (d)		
	Subtotal		
(l)	**Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (f)		
	TOTAL		
(m)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

17.8.2 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of

the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

17.8.3 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.8.4 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of $500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance,

labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.8.5 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general field and home office expenses.

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs must include the following certification by the Contractor:

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.10 Determination of Change Order Cost

17.10.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1 District acceptance of a PCO;

17.10.1.2 By unit prices contained in Contractor's original bid;

17.10.1.3 By agreement between District and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit

and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.13 Discounts, Rebates, and Refunds

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

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

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

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the

Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the DIR, or within ten (10) days of any request by the District or the DIR, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 <u>Prerequisites for Progress Payments</u>

19.2.2.1 <u>First Payment Request</u>: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

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

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

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

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Liquidated damages assessed against the Contractor.

19.4.1.4 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.5 Damage to the District or other contractor(s).

19.4.1.6 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.7 Failure to store and properly secure materials.

19.4.1.8 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.9 Failure of the Contractor to maintain As-Built Drawings.

19.4.1.10 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.11 Unauthorized deviations from the Contract Documents.

19.4.1.12 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.13 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.14 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.15 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.16 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.17 Failure to properly maintain or clean up the Site.

19.4.1.18 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.19 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.20 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.21 Failure to pay any royalty, license or similar fees.

19.4.1.22 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.23 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

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

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

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

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

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

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any

contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.4 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.5 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any

dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract

Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may

have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Right to Terminate Contractor for Cause

24.1.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.1.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3 Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4 Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.1.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.1.2 Notification of Termination

24.1.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.1.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.1.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3 Effect of Termination

24.1.3.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.1.3.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.1.3.4 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.1.3.5 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.1.4 Emergency Termination of Public Contracts Act of 1949

24.1.4.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.1.4.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.1.4.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.1.4.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.2 Termination of Contractor for Convenience

24.2.1 District in its sole discretion may terminate the Contract upon three (3) days' written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

24.2.1.1 The actual cost for labor, materials, and services performed that is unpaid and adequately documented through timesheets, invoices, receipts, or otherwise, and

24.2.1.2 Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

24.3 Suspension of Work

24.3.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.3.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.3.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.3.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.3.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.3.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Performance during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2 Definition of Claim

25.2.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.2.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.2.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.2.1.3 An amount of payment disputed by the District.

25.3 Claims Presentation

25.3.1 If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing, including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time, including a Schedule Analysis and any and all other documentation substantiating Contractor's claimed damages. Otherwise, Contractor shall have waived and relinquished its dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Likewise, failure to timely submit a claim and the requisite supporting documentation shall constitute a waiver of such claim.

25.3.2 The Claim shall identify:

25.3.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.3.2.2 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.3.2.3 The line-item costs for labor, material, and/or equipment, if applicable; or

25.3.2.4 A request by Contractor, if any, to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration.

25.3.3 The Claim shall include the following certification by the Contractor:

25.3.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.3.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4 Claim Resolution pursuant to Public Contract Code section 9204

25.4.1 STEP 1:

25.4.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period **not to exceed 45 days**, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, **by mutual agreement, extend the time period** to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.4.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.4.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.4.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.4.2 STEP 2:

25.4.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.4.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its

written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.4.3 STEP 3:

25.4.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.4.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.4.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.4.4 STEP 4:

25.4.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.5 <u>Subcontractor Pass-Through Claims</u>

25.5.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.5.2 Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.5.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.6 Government Code Claim Act Claim

25.6.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements, including those pursuant to Public Contract Code section 9204, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time Contractor submits its written Claim until the time the Claim is denied, including any time utilized by any applicable meet and confer process.

25.7 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.7.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.7.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.7.1.2 For claims of less than fifty thousand dollars ($50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.7.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.7.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.7.1.3 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.7.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.7.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.7.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.7.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.7.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.7.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.7.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.7.2 Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.8 Claim Resolution Non-Applicability

25.8.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.8.1.1 Personal injury, wrongful death or property damage claims;

25.8.1.2 Latent defect or breach of warranty or guarantee to repair;

25.8.1.3 Stop payment notices;

25.8.1.4 District's rights set forth in the Article on Suspension and Termination;

25.8.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.8.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.9 Attorney's Fees

25.9.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file

with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon

any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars ($25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10 days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement 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 Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the

California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor

but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Fingerprinting
12. Disabled Veteran Business Enterprises (if applicable)
13. Construction Manager
14. Program Manager
15. Federal Funds
16. Preliminary Schedule of Values

DOCUMENT 00 73 13

SPECIAL CONDITIONS

29. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq*.)

30. Modernization Projects

a. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

b. Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

c. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

d. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

e. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without

limitation, all student, parent, and employee disciplinary information and health information.

f. Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

g. No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

31. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

a. Badges must be filled out in full and contain the following information:

31.1.1 Name of Contractor

31.1.2 Name of Employee

31.1.3 Contractor's address and phone number

b. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

c. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

32. Substitution for Specified Items

a. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be

substantially equal or better in every respect to that so indicated or specified.

32.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

32.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

b. A request for a substitution shall be submitted as follows:

32.1.3 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

32.1.4 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

c. Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

32.1.5 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

32.1.6 Available maintenance, repair or replacement services;

32.1.7 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

32.1.8 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

32.1.9 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

d. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

32.1.10 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

32.1.11 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

32.1.12 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

32.1.13 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

32.1.14 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

e. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

f. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

g. Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

33. Weather Days

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	**6**	July	**0**
February	**7**	August	**0**
March	**5**	September	**1**
April	**3**	October	**2**
May	**2**	November	**2**
June	**1**	December	**4**

34. Insurance Policy Limits

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A-VII. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	Low Risk: $1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	Personal vehicles: $500,000 Commercial vehicles: $1,000,000
		Personal vehicles: $100,000 per person/ $300,000 per accident
Workers' Compensation		Statutory limits pursuant to State law
Pollution Liability		$2,000,000 per occurrence; $4,000,000 aggregate

35. Permits, Certificates, Licenses, Fees, Approvals

a. Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

35.1.1 _____

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

b. **General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities**

35.1.2 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

35.1.2.1 Municipal Separate Storm Sewer System (MS4) is a system of conveyances used to collect and/or convey storm water, including, without

limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

35.1.2.2 Storm Water Pollution Prevention Plan ("SWPPP") contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

35.1.2.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.

35.1.2.2.2 Construction sites where:

35.1.2.2.2.1 One (1) or more acres of soil will be disturbed, or

35.1.2.2.2.2 The project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

35.1.3 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

35.1.4 At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

35.1.4.1 At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

35.1.4.2 Monitoring any Numeric Action Levels (NALs), if applicable.

36. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement ("PLA"), which covers this Project. Accordingly, the following provision is added as Section 26.4.6:

26.4.6 As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated] _____, Contractor and its subcontractors may be excused from uploading CPRs electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html , or by using a more current application and URL. However, within ten (10) days of any request by the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

37. As-Builts and Record Drawings

37.1 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format PDF.

38. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

39. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. Annie Aung is the Construction Manager for this Project.

40. Program Manager

Luis Torres is the Program Manager designated for the Project that is the subject of this Contract.

41. Federal Funds

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

a. Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

41.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally

and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

41.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

(1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

41.1.2.1 The classification is utilized in the area by the construction industry; and

41.1.2.2 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

41.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

41.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

41.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

41.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

41.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

41.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

41.3 Payrolls and basic records.

41.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section

1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

41.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/programs/dbra/wh347.htm or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

41.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

41.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

41.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

41.3.3.3 That such information is correct and complete;

41.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

41.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

41.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

41.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

41.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

41.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

41.4 Apprentices and trainees

41.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered

program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

41.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

41.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

41.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

41.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and

such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

41.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

41.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

41.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

41.10 Certification of eligibility.

41.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

41.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

41.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

41.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

41.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

41.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

41.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

41.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

16. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace provision in the General Conditions with the following provisions:

16.1.1.2.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

16.1.2.3.1 Mobilization and layout combined to equal not more than **[1]**%;

16.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[3]**%;

16.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2]**%.

END OF DOCUMENT

Supplementary Conditions

After hours work schedule:

Monday through Friday	3 PM – 11:30 PM
Saturday	7 AM – 4 PM
Sunday	Pre-approval by Facilities Department

END OF DOCUMENT

8163 Rochester Ave
Rancho Cucamonga, CA 91730
Phone: 909-390-3111
LeafEngineers.com

Owner: Downey Unified School District DSA A# 03-121814

Project Name: Lynn L. Pace Elementary School

Project Number: P2120500ME

Date: 09/29/2021

Document: Division 26 Specifications

REGISTERED PROFESSIONAL ENGINEER
RONALD C DELA CRUZ
No. E 23576
Exp. 09-30-2023
ELECTRICAL
STATE OF CALIFORNIA

SIGNED: 11-18-2021

DIVISION 26 - ELECTRICAL

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL
26 05 19 – LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 05 53 – IDENTIFICATION OF ELECTRICAL SYSTEMS

DIVISION 28 – ELECTRICAL SAFETY AND SECURITY

SECTION 28 31 00 – FIRE ALARM SYSTEM

DIVISION 8 - OPENING

SECTION 08 31 13 – ACCESS DOORS AND FRAMES

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-121814 INC:
REVIEWED FOR
SS ☐ FLS ☑ ACS ☐
DATE: 11/29/2021

8163 Rochester Ave
Rancho Cucamonga, CA 91730
Phone: 909-390-3111
LeafEngineers.com

Owner: Downey Unified School District

Project Name: EW Ward Elementary School

Project Number: P2112600ME

Date: 08/20/2021

Document: Project Specifications

DIVISION 26 - ELECTRICAL

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL
26 05 19 – LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 05 53 – IDENTIFICATION OF ELECTRICAL SYSTEMS

DIVISION 28 – ELECTRICAL SAFETY AND SECURITY

SECTION 28 31 00 – FIRE ALARM SYSTEM

DIVISION 8 - OPENING

SECTION 08 31 13 – ACCESS DOORS AND FRAMES

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-121730 INC:
REVIEWED FOR
SS ☐ FLS ☑ ACS ☐
DATE: 11/04/2021

SECTION 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section Includes:
1. Materials and equipment shall be furnished and installed in support of electrical work described in these plans and specifications including but not limited to, raceways, boxes, enclosures, feeders, branch circuiting, supports, terminal cabinets, sleeves, gutters, panels, transformers, switchgear, lighting fixtures, controls, relays, contactors, in order to complete and make fully functional the systems described.
2. Complete fire alarm and annunciation system as shown and/or required by the (local jurisdiction having authority, California State Fire Marshal) including monitoring equipment and wiring for central station connection.
3. Lighting systems, both interior and exterior as shown on the plans and as specified herein, including controls, occupancy sensors, lumen sensors, photocell controls, LED'S supports, fasteners, straps, and miscellaneous mounting hardware and support structures for such equipment.
4. HVAC and plumbing electrical: Conduit, conductors and terminations for all line voltage power, line voltage controls and fusible and/or non-fusible safety disconnect switches for HVAC equipment, including but not limited to air conditioners, furnaces, fans, heat pumps, system pumps, condensing units. Provide protective equipment unless otherwise noted, etc. including protective devices.
5. Power and Lighting Distribution: Furnish and install power and lighting distribution systems including but not limited to panels, feeders, transformers, branch circuits, devices, fixtures, disconnect switches, contactors, controls, etc. for a complete working system.
6. Data systems infrastructure including all boxes, raceways, cable tray, wire basket tray, dedicated branch circuits, sleeves and penetrations, etc. as described and as shown in plans, risers, specifications and/or required for a complete and operating system.
7. Allocation of time to adequately train the Owner on the use and operation of all systems installed within the facility or on the property.

B. System Description:
1. The electrical plans indicate the general layout and arrangement; the architectural drawings and field conditions shall determine exact locations. Field verify all conditions and modify as required to satisfy design requirements as well as code minimums. Maintain all required working clearances as described in CEC Article 110 as well as other applicable articles.
2. Discrepancies shall be brought immediately to the attention of the Architect for clarification. The Architect shall approve any changes. Prior to rough-in, refer to architectural plans that shall take precedence over electrical plans with respect to locations.

C. Related Work Under Other Sections:
1. Mechanical Wiring: Control circuit wiring, energy management controls and interlocks for mechanical equipment shall be installed by Mechanical Contractor.
2. HVAC Control Raceway: Raceways, boxes, and control wiring for thermostats, temperature sensors and control components specified within the mechanical

specifications, shall be furnished and installed as required, and installed in accordance with the minimum wiring methods allowed for branch circuit wiring in Division 26.

3. Smoke Fire Dampers: Coordination with Mechanical plans for exact locations and points of connection for power and fire alarm system connections (power and fire alarm connection shall be by Electrical Contractor).
4. Duct mounted smoke detectors: Coordination with Mechanical plans for exact locations and points of connection for power and fire alarm system connections (power and fire alarm connection shall be by Electrical Contractor).

1.3 SUBMITTALS AND SHOP DRAWINGS

A. Before construction, submit in accordance with the General Conditions of this Specification.

B. Manufacturers' specifications, catalog cuts and shop drawings as required to demonstrate compliance with the specifications. Identify specific intended use for each component where submittal may be ambiguous. Submit entire bound submittal at one time; partial submittals will not be accepted. At a minimum, submittals will be required for the following:

1. Distribution equipment including transformers, distribution panels and breakers, motor controls, distribution and branch circuit panels, grounding, surge protection device, etc.
2. Electrical equipment including disconnects, fuses, raceways, straps and racks, fittings, conductors, boxes, gutters, devices, plates, etc.
3. Lighting equipment including fixtures, LED’s, mounting accessories, color charts (where required), etc.
4. Lighting control equipment including low voltage switching system, dimmer switchbank / accessories, occupancy sensing equipment, time clocks, contactors, photocells, lumen sensors, etc.
5. Complete system component submittals for:
   a. Voice Public Address System / Intercom / Clock.
   b. Fire Alarm System.
   c. Communication Systems including but not limited to; cable, fiber, terminations, cable management, cable tray, patch panels, equipment racks, cabinets, jacks, plates, cable labeling.
6. Conduit including all fittings, etc.
7. Wiring and cable, etc.
8. Fire rating penetration materials, etc.

C. The intent of these specifications is to establish a standard of quality for materials and equipment. Therefore, some items are identified by manufacturer or trade name designation. Substitutions shall be subject to the Architect's approval. Where the substitution will affect other trades, coordinate all changes with those trades concerned and pay any additional costs incurred by them as a result of this substitution. Approval of substitutions shall not relieve the Contractor from providing an operational system in accordance with all applicable codes and ordinances.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Storage of equipment for the job is the responsibility of the Electrical Contractor and shall be scheduled for delivery to the site, as the equipment is required. Damage to the equipment delivered to the site or in transport to the job shall be the responsibility of the Electrical Contractor.

PART 2 PRODUCTS

2.1 MATERIALS

A. Materials shall be new and bear the label of or be listed by a nationally recognized testing laboratory. The quality and suitability of all materials shall conform to the standards and practices of this trade.

B. Supplied materials shall be of a current manufactured product line. Discontinued products are not acceptable. Where products are identified on the contract documents by part number, EC may supply the current product model or series which meets the specification and intended use of the specified component.

PART 3 EXECUTION

3.1 INSTALLATION

A. Professionalism and appearance of installations shall be in accordance with accepted practices of this trade. Installation methods shall conform to manufacturers' specifications and recommendations. The Contractor shall man the job with qualified journeymen and helpers in this trade for the duration of the job. It is the Contractor's responsibility to communicate with and keep the job superintendent appraised of changes or clarifications, etc.

B. Employment of any person on any job in the capacity of an electrician is not permitted unless such person has qualified for and holds a valid Journeyman Electrician Pocket Card or General Journeyman Electrician Certificate issued by the State of California Division of Apprenticeship Standards except, Contractor may employ electrical helpers or apprentices on any job of electrical construction, new or existing, when the work of such helpers or apprentices is performed under the direct and constant personal supervision of a journeyman electrician holding a valid Pocket Card accepted by the State of California Division of Apprenticeship Standards:
   1. Each Pocket Card carrying journeyman electrician will be permitted to be responsible for the quality of workmanship for a maximum of one helper or apprentice during any same time period, provided the nature of work is such that good supervision can be maintained and the quality of workmanship is the best, as expected by Owner and implied by the latest edition of the National Electrical Code.

C. Materials shall be installed in accordance with the manufacturers' specification and recommendations. They must conform to the approval AHJ adopted codes and standards, but not less than the 2019 CEC and all applicable codes and standards, including but not necessarily limited to California Code of Regulations Title 24, NFPA, National Electrical Manufacturers Association, ANSI, CBC, and any other adopted ordinances of applicable agencies having jurisdiction.

D. Electrical Contractor shall lay work out in advance in order to avoid unnecessary cutting, chasing, and drilling of floors, walls, ceilings and other surfaces. Work of this nature shall be carefully done so as not to damage work already performed by other trades. Such alterations shall not depreciate the integrity of the structure. Approval for cuts or penetrations in structural members shall be by the Architect.

E. Supporting Devices:
   1. Verify mounting height of all luminaires or items prior to installation when heights are not detailed.
   2. Install vertical support members for equipment and luminaires, straight and parallel to building walls.
   3. Support conduits within 18” of outlets, boxes, panels, cabinets and deflections. Maximum distance between supports not to exceed spacing per CEC.
   4. Securely suspend all junction boxes, pull boxes or other conduit terminating housings

located above suspended ceiling from the floor above or roof structure to prevent sagging and swaying.
5. Provide seismic bracing per CBC requirements for this building location.
6. Supporting Devices: Safety factor of 4 required for every fastening device or support for electrical equipment installed. Support to withstand four times weight of equipment it supports. Bracing to comply with seismic design category as per Structural Engineer.

F. Coordinate work with other trades as required to eliminate any delays during construction. Coordinate changes with other prime contractors to avoid construction conflicts.

G. Engineer's Field Observation: Site visits during construction for field observations and reports will be conducted by electrical engineer when directed by the Architect. A list of items that need to be addressed will be submitted to the Architect for forwarding to the Contractor.

H. Drawings of Record: Provide a full and accurate set of field record drawings marked up in a neat and understandable manner submitted to the Owner Representative, Construction Manager, or Architect upon completion of the work and prior to issuance of a certificate of completion. The drawings shall dimension all electrical facilities including but not limited to underground conduit, vaults, boxes as well as conduit routing scaled to within 12" of actual field conditions and shall be kept up to date reflecting changes or deviations. Electrical facilities shall be accurately drawn on the plan to scale. Refer to the general conditions of these specifications for additional requirements. Record drawings shall be required to identify both horizontal and vertical dimensions to visible and fixed points such as concrete, asphalt, buildings, sidewalks, etc.

I. Identification: Provide engraved laminated plastic nameplates for all switchboards, panelboards, fire alarm terminal cabinets, telephone and cable television backboards, main devices, control panels, time clocks, contactors and safety disconnect switches accurately identifying each device. Labels shall be attached to the equipment by means of screws or rivets. Self-adhering labels will not be acceptable. Refer to Section 26 05 53: Identification of Electrical Systems.

J. Safety: The Electrical Contractor is responsible to maintain equipment in a safe and responsible manner. Keep dead front equipment in place while equipment is energized. Conduct construction operations in a safe manner for employees as well as other work persons or anyone visiting the job site. Provide barriers, trench plates, flags, tape, etc.

K. Guarantees: Equipment and labor shall be guaranteed and warranted free of defects, unless otherwise stated to be more restrictive, for a period of one year from the date of final acceptance by the Owner. A written warranty shall be presented to the Architect at the time of completion prior to final acceptance. Equipment deemed to be damaged, broken or failed should be repaired or replaced at no additional cost to the Owner. Materials or system requiring longer than a one-year warranty as described herein shall be separately warranted in separate letters of guarantee stating the duration of warranty.

L. Operating and Installation Manuals: Provide two copies each of manuals, operating and installation instructions for equipment indicated in submittal packages. Instruct the Owner's representative as to the operation and location of equipment necessary to allow them to operate the facility upon final acceptance. This instruction period shall be prearranged with the Owner's representative prior to occupancy of the facility and the weeks prior to training scheduled.

END OF SECTION 26 05 00

SECTION 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:
1. Wires and cables.
2. Connectors.
3. Lugs and pads.

B. System Description:
1. Provide wires, cables, connectors, lugs, strain reliefs, racking insulators for a complete and operational electrical system.

1.3 SUBMITTALS

A. Provide product data for the following equipment:
1. Wires.
2. Cables.
3. Connectors.
4. Lugs.
5. Splice Kits.

B. Provide the insulation cable testing report in the project closeout documentation, refer to Closeout Requirements in the General Conditions portion of this specification.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
1. Confirm to requirements of the CEC, latest adopted version with amendments by local Authority Having Jurisdiction (AHJ).
2. Furnish products listed by UL or other testing firm acceptable to AHJ.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Wires and Cables: General Cable, Okonite, Southwire, or approved equal.

B. Connectors: Burndy, Ilsco, Thomas & Betts, or approved equal.

C. Wire connectors shall be minimum 75 degree centigrade rated and properly sized for the number of conductors being connected, terminated, spliced etc. All above grade connectors shall be solderless lug or plastic wire nut type, screw on, pressure cable type (wire nut or spring nut type), 600 Volt, 105-degree C, with skirt to cover all portions of stripped wires. Connector shall be U.L. rated for number and size of conductors being joined together as a splice.

D. Splices:
1. Branch Circuit Splices: Ideal, Scotch-Lock, 3M, or approved.
2. Feeder Splices: Compression barrel splice with two layers Scotch 23 and four layers of Scotch 33+ as vapor barrier.
3. Screw Terminal Lugs.
4. Kearney Split Bolt.

2.2 WIRES AND CABLES FOR LINE VOLTAGE SYSTEM AND CONTROLS.

A. Wire and Cable Shall Be:
1. Copper, 600 volt rated throughout. Conductors 12AWG to 10AWG, solid or stranded. Conductors 8AWG and larger, stranded.
2. Phase color to be consistent at all feeder terminations; A-B-C, top to bottom, left to right, front to back. Phasing tape shall be permitted on sizes #6 and larger.
3. Color Code Conductors as Follows:

PHASE	208 VOLT	240 VOLT DELTA	480 VOLT
A	Black	Black	Brown
B.	Red	Orange (High Leg)	Orange
C.	Blue	Blue	Yellow
Neutral	White	White	White w/colored strip
Ground	Green	Green	Green
Isolated Ground	Green w/yellow trace	Green w/yellow trace	N/A

4. All conductors shall be copper unless otherwise noted. Minimum size for individual conductors shall be #12 AWG unless otherwise noted. Sizes #8 AWG and larger shall be stranded conductor. Individual conductors shall be insulated with type, XHHW, THW, THHN/THWN 600- volt insulation unless otherwise noted. Control, signal, communication conductors shall be as dictated by the vendor of that equipment or as specified here-in. Proper insulation type shall be used for the proper environmental application (i.e., waterproof, wet location, plenum, temperature rated). If a condition exists where the application is uncertain, contact the Engineer for direction. Contractor is responsible to follow specific cabling requirements described in other sections of this specification relative to various communications and controls systems as well as the respective riser diagrams shown on plans. If a discrepancy occurs, communicate such discrepancy to the Architect and Engineer immediately for resolution.
5. Insulation types THWN, THHN or XHHW. Minimum insulation rating of 90C for branch circuits.
6. Refer to signal and communications specification sections for cable requirements.

2.3 CONNECTORS

A. Copper Pads: Drilled and tapped for multiple conductor terminals.

B. Lugs: Indent/compression type for use with stranded branch circuit or control conductors.

C. Solid Conductor Branch Circuits: Spring connectors, wire nuts, for conductors 12 through 8AWG.

2.4 LUGS AND PADS

A. Ampacity: Cross-sectional area of pad for multiple conductor terminations to match ampere rating of panelboard bus or equipment line terminals.

PART 3 EXECUTION

3.1 INSTALLATION

A. Installation: Conductors shall not be installed until after conduit systems are permanently in place. Use an approved non-hardening type wire pulling lubricant if lubricant is to be used. Maintain all conduits and wire pulls free from foreign material. If due to field conditions, more than a total of 300 degrees of bend are required; a pull box shall be furnished and installed for ease of installation. Said pull boxes must be sized and rated for the appropriate application and must remain easily accessible upon completion of the project (approval of the location shall be obtained from the Architect prior to installation). Show these pullboxes on the field record drawings. Conductors installed in underground raceways on site shall be duct sealed and taped where they exit the raceway to prevent the entrance of foreign material and moisture after the conductors are installed. Proper drainage shall be provided for underground pull and splice boxes.

B. Insulation: Use proper insulation types where temperature and environment are a factor.

C. Labeling: All conductors in panels, switchboards, terminal cabinets, vaults, pull boxes, and junction boxes shall be labeled with tape number markers indicating circuit number and identifying system. All labeling shall be permanent. See Section 26 05 53: Identification of Electrical Systems.

D. All conductors, wiring, cable where installed below floor, slab or underground shall be considered wet locations, and shall be rated accordingly. Non-waterproof cabling is not allowed in any below grade or wet application.

E. Cables routed together in cable tray shall be stacked, organized and tie wrapped together in a neat and workman like manner. Random cable routing is not acceptable.

F. Cable and conductors routed through pull boxes and vaults shall be properly supported. Bend radius of cable or conductor shall not be less than six times the overall cable diameter.

G. Wires and Cables:
   1. Conductor Installation:
      a. Install conductors in raceways having adequate, code size cross-sectional area for wires indicated.
      b. Install conductors with care to avoid damage to insulation.
      c. Do not apply greater tension on conductors than recommended by manufacturer during installation.
      d. Use of pulling compounds is permitted. Clean residue from exposed conductors and raceway entrances after conductor installation.
   2. Conductor Size and Quantity:
      a. Install no conductors smaller than 12AWG unless otherwise shown (e.g. – Fire alarm and communications systems, as defined in their respective specifications sections and/or drawings).
      b. Provide all required conductors for a fully operable system.
   3. Provide dedicated neutrals (one neutral conductor for each phase conductor). Exceptions may only be granted with Electrical Engineer approval.
   4. Conductors in Cabinets:
      a. Cable and train all wires in panels and cabinets for power and control neatly and uniformly. Use plastic ties in panels and cabinets.
      b. Tie and bundle feeder conductors in wireways of panelboards.
      c. Hold conductors away from sharp metal edges.

3.2 FIELD QUALITY CONTROL

A. Tests:
1. Test conductor insulation on feeders of 400 amp and greater for conformity with 1000 volt megohmmeter. Use Insulated Cable Engineers Association testing procedures. Minimum insulation resistance acceptable is 1 megohm for systems 600 volts and below.
2. Test Report: Prepare a typed tabular report indicating the testing instrument, the feeder tested, amperage rating of the feeder, insulation type, voltage, the approximate length of the feeder, conduit type, and the measured resistance of the megohmmeter test. Submit report with operating and maintenance manual.

END OF SECTION 26 05 19

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Conduit supports.
   2. Formed steel channel.
   3. Spring steel clips.
   4. Sleeves.
   5. Mechanical sleeve seals.
   6. Firestopping relating to electrical work.
   7. Firestopping accessories.
   8. Equipment bases and supports.

1.3 REFERENCES

A. Underwriters Laboratories Inc.:
   1. UL 263 - Fire Tests of Building Construction and Materials.
   2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
   3. UL 1479 - Fire Tests of Through-Penetration Firestops.
   4. UL - Fire Resistance Directory.

1.4 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.

1.5 PERFORMANCE REQUIREMENTS

A. Firestopping: Conform to Building Code and UL for fire resistance ratings and surface burning characteristics.

1.6 SUBMITTALS

A. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with the Building Code.

PART 2 - PRODUCTS

2.1 CONDUIT SUPPORTS

A. Manufacturers:
1. Allied Tube & Conduit Corp.
2. Electroline Manufacturing Company
3. O-Z Gedney Co.
4. Appleton

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.
2. B-Line Systems
3. Midland Ross Corporation, Electrical Products Division
4. Unistrut Corp.

B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.3 SLEEVES

A. Sleeves for raceway Through Non-fire Rated Floors: 18 gage galvanized steel.

B. Sleeves for raceway Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage galvanized steel.

C. Sleeves for raceway Through Fire Rated and Fire Resistive Floors and Walls, and Fire Proofing: Prefabricated fire rated sleeves including seals, UL Listed.

D. Fire-stopping Insulation: Glass fiber type, non-combustible.

2.4 SPRING STEEL CLIPS

A. Product Description: Mounting clamp, and screw.

2.5 MECHANICAL SLEEVE SEALS

A. Manufacturers:
1. Thunderline Link-Seal, Inc.
2. NMP Corporation

B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.6 FIRESTOPPING

A. Manufacturers:
1. Dow Corning Corp.
2. Fire Trak Corp.
3. Hilti Corp.
4. International Protective Coating Corp.
5. 3M fire Protection Products .
6. Specified Technology, Inc.

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: Multiple component silicone elastomeric compound and compatible silicone sealant.
2. Foam Firestopping Compounds: Multiple component foam compound.
3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
7. Firestop Pillows: Formed mineral fiber pillows.

2.7 FIRESTOPPING ACCESSORIES

A. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.

B. General:
1. Furnish UL Listed products.
2. Select products with rating not less than rating of wall or floor being penetrated.

C. 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. Verify openings are ready to receive sleeves.

B. Verify openings are ready to receive firestopping.

3.2 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:
1. Concrete Structural Elements: Provide precast inserts, expansion anchors, powder actuated anchors or preset inserts as required.
2. Steel Structural Elements: Provide beam clamps, spring steel clips, steel ramset fasteners or welded fasteners as required.
3. Concrete Surfaces: Provide self-drilling anchors and expansion anchors as required.
4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Provide toggle bolts or hollow wall fasteners as required.
5. Solid Masonry Walls: Provide expansion anchors or preset inserts as required.
6. Sheet Metal: Provide sheet metal screws.
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 four (4) inches.
4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

C. Install conduit and raceway support and spacing in accordance with CEC.

D. Do not fasten supports to suspended ceiling support system, 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 one (1) inch off wall.
4. Support vertical conduit at every floor.

3.3 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 rating.

D. Compress fibered material to maximum 40 percent of its uncompressed size.

E. Place intumescent coating in sufficient coats to achieve rating required.

F. Remove dam material after firestopping material has cured.

G. Fire Rated Surface:
   1. Seal opening at all rated floors and walls as follows:
      a. Install sleeve through opening and extending beyond minimum of one (1) inch on both sides of building element.
      b. Size sleeve allowing minimum of one (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, bus, or conduit, penetrates fire rated surface, install firestopping product ins accordance with manufacturer's instructions.

H. Non-Rated Surfaces:
   1. Seal opening through non-fire rated floors and walls as follows:
      a. Install sleeve through opening and extending beyond minimum of one (1) inch on both sides of building element.
      b. Size sleeve allowing minimum of one (1) inch void between sleeve and building element.
      c. Install type of firestopping material recommended by manufacturer.
   2. Install escutcheons 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.

3.4 INSTALLATION - SLEEVES

A. Exterior watertight entries: Provide mechanical sleeve seals.

B. Interior conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.

C. Set sleeves in position in forms. Provide reinforcing around sleeves.

D. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

E. Extend sleeves through floors and walls one (1) inch above finished floor level. Caulk sleeves.

END OF SECTION 26 05 29

SECTION 26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
1. Conduit and fittings.
2. Outlet boxes.
3. Weatherproof outlet boxes.
4. Junction and pull boxes.
5. Floor boxes.
6. Cabinets, termination cabinets.
7. Gutters.

B. Related Work:
1. Installation of all wire, cable, conductor, boxes/gutters, pull ropes, fiber optic cable raceway, conduit, innerduct, cable sleeve and duct as described on the plans and/or as specified here-in. This scope shall include pathways to be installed underground onsite and offsite, underslab, above grade, both concealed and exposed, overhead concealed and exposed as appropriately applied. Raceways/boxes shall be installed in accordance with their intended and allowed uses and as specified here-in whichever is more restrictive. Size and capacity of all raceway/boxes shall be as specified here-in or as depicted on the drawings, but shall not be less than that required by code. Larger raceway sizes may be specified than code would permit. The specifications shall govern.
2. Listed products for termination, coupling, extending, benching supports of raceways shall be used.
3. Raceways/boxes described by this section shall include, but not be limited to, power for site utilities and lighting, site and building communications, controls, fire alarm, data system, power distribution, lighting, lighting controls, video, intercom, and other building low voltage/communications systems controls as may be required.
4. Protection of and cleanliness of pathways and raceways must be assured during the construction process in order to eliminate the possibility of debris entering the conduit, duct, pathway resulting in decreased wire capacity and potential damage to installed conductors and cables.
5. Pathways are shown in a diagrammatic way and are generally accurate as to routing, however, it is the Contractor’s responsibility as a means and methods process to coordinate with all other trades that require space within a building. The Contractor shall obtain approval for installation of raceways routing through structural footings, retaining walls, columns, beams, purlins, grade beams, etc.
6. It is the Contractor’s responsibility to insure that all raceway and boxes systems penetrate fire assemblies and sound rated assemblies in an approved manner using the appropriate and listed products for the purpose.
7. Minimum conduit size shall be 3/4" except if plan shows or code requires larger size. Exception: Use minimum 1" for underslab and below grade applications outside of building exterior walls.
8. All electrical systems shall be installed in an approved conduit system. This shall include but not be limited to all systems described in Section B.3 above.
9. All line voltage wiring above-grade within the building shall be installed in metallic

conduit.

10. Empty or future conduits shall be properly plugged with plastic caps or inserts with a 3/8” polyethylene pull rope. Plastic or "duct" tape will not be acceptable.
11. All low voltage systems including data, voice, intercom, fire alarm, public address, etc. shall be in raceways separated from line voltage cabling. Voice / Data and Direct Digital Control (DDC) systems for HVAC cabling shall be routed as specified in Section 27 41 16 and 23 09 23 respectively, and as recommended by EIA/TIA standards. It shall be the contractor’s responsibility to provide raceway down walls to outlet boxes and to provide sleeves across inaccessible ceiling spaces.
12. Underground conduits entering building shall have the open end of conduit within building above the elevation of the conduit outside the building such that water cannot enter building through conduit. If such a condition exists, a pull box outside of building footprint shall be installed in conduit route before conduit enters building whereby top of pull box is below finish floor of building and moisture may exit box before entering building.
13. No single conduit run of any type shall exceed 300 degrees of radius bend from termination box to termination box.
14. Separate Raceway System - Provide a separate raceway system for each of the following systems installed. Do not combine different systems into a raceway or cable tray system, unless otherwise noted or allowed. Mechanical controls and raceway shall be provided by others in separate raceway from the below systems:
    a. Fire Alarm.
    b. Line Voltage.
    c. All other low voltage systems provided by electrical contractor.
15. Spare, Future Conduits: Conduits labeled conduit only, spare, or for future use, shall be provided with a pullrope, capped at each end, labeled as spare with destination marked, and turned over to the Owner in an unused state. Contractor shall not utilize these conduits for the installation of cabling or conductors as part of this scope of work. Contractor to verify and install at no additional cost to the Owner, additional conduits as required for the installation of the systems being installed.
16. Outlet System: Provide electrical boxes and fittings as required for a complete installation. Including but not limited to outlet boxes, junction boxes, pull boxes, bushings, locknuts, covers and all other necessary components.
17. Code Compliance: Comply with CEC as applicable to construction and installation of electrical boxes and fittings and size boxes according to CEC 312, 314 and 366 except as noted otherwise.
18. Outlets to be flush mounted: Maintain integrity of insulation and vapor barrier. Unless otherwise noted, flush mount all outlet boxes.
19. Provide putty pads of proper type around outlet boxes and/or as detailed on plan to meet sound transmission restrictions and fire ratings of walls.

1.3 SUBMITTALS

A. Provide Product Data for the Following Equipment:
1. Conduit and fittings.
2. Outlet boxes.
3. Weatherproof outlet boxes.
4. Junction and pull boxes.
5. Floor boxes.
6. Cabinets, termination cabinets.
7. Gutters.
8. Putty pads.
9. Raceways

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Conform to requirements of the CEC, latest adopted version with amendments by local AHJs.
   2. Furnish products listed by UL or other independent and nationally recognized testing firm.

PART 2 PRODUCTS

2.1 MATERIALS

A. Heavy wall Rigid Non-Metallic Conduit, shall be PVC schedule 40 manufactured in accordance with NEMA Standard TC-2, UL-651 and WC 1094A specifications.

B. Extra heavy wall non-metallic conduit, shall be PVC schedule 80 manufactured in accordance with NEMA Standard TC-2, UL-651 and WC 1094A specifications.

C. Galvanized Rigid Steel (GRS) conduit shall be hot dipped galvanized, zinc coated and shall comply with Underwriters Laboratories UL-6, ANSI Specification C-80.1 and Federal Specification WW-C-581E.

D. Electrical Metallic Tubing (EMT) shall be zinc coated, with a protective coating applied to the inside surface and shall comply with Underwriter Laboratories UL-797 ANSI Specification C-80.3 and Federal Specification WW-C-563A.

E. Electrical Non-Metallic Tubing (ENT), shall be listed to requirements of U.L. 1653, in accordance with CEC Article 362, and meet requirements of BI National Standard CAN/CSA- C22.2 No. 227.1-U.L. 1653. ENT shall be rated for 90 degrees C conductors and shall be recognized for use in 2-hour fire resistance non-load bearing and load bearing wall assemblies. ENT shall be recognized for through-penetration firestop systems as classified to meet U.L. and ICC building codes. ENT shall only be allowed for data cabling systems and will not be permitted for Fire Alarm or line-voltage systems.

F. Flexible Metal Conduit (FMC) shall be continuous wound reduced wall galvanized steel produced to UL standards.

G. Liquid tight flexible metal conduit shall have a thermoplastic cover over a galvanized steel core containing an integral copper ground in sizes to 1 1/4" and shall be in compliance with UL standards and CEC Article 350.

H. Wire basket tray shall be 12” wide with 4” side rails minimum unless otherwise noted. It shall be U.L. listed and use listed connectors, elbows, tees, etc. and be cut and installed using listed equipment. Material shall be zinc electroplated steel.

I. Cable runway tray shall be 12” wide with 4” side rails minimum unless otherwise noted. It shall be U.L. listed and use listed connectors, elbows, tees, etc. Material shall be hollow steel with gray painted finish.

J. Manufacturers:
   1. Outlet Boxes: Bowers, Raco, Orbit, Steel City or equal.
   2. Weatherproof Outlet Boxes: Bell, Red Dot, Carlon or equal.
   3. Floor Boxes: Wiremold/Walker, Hubbell, Steel City, or equal.
   4. Junction and Pull Boxes: Circle AW, Hoffman, Wireguard or equal.
   5. Box Extension Adapter: Bell, Red Dot, Carlon or equal.
   6. Conduit Fittings: O-Z Gedney, Thomas & Betts, Raco, Crouse Hinds, or equal.
   7. Putty pads: 3M, Hilti, or equal.

8. Heavy wall rigid non-metallic conduit, Carlon, Certainteed, R&G Sloane or equal.
9. Extra heavy wall non-metallic conduit, Carlon, Certainteed, R&G Sloane or equal.
10. Galvanized Rigid Steel (GRS) conduit shall be hot dipped galvanized, zinc coated and shall comply with Underwriters Laboratories UL-6, ANSI Specification C-80.1 and Federal Specification WW-C-581E.
11. Electrical Metallic Tubing (EMT) shall be zinc coated, with a protective coating applied to the inside surface and shall comply with Underwriter Laboratories UL-797 ANSI Specification C-80.3 and Federal Specification WW-C-563A.
12. Electrical Non-Metallic Tubing (ENT), shall be listed to requirements of U.L. 1653, in accordance with CEC Article 362, and meet requirements of BI National Standard CAN/CSA-C22.2 No. 227.1-U.L. 1653. ENT shall be rated for 90 degrees C conductors and shall be recognized for use in 2-hour fire resistance non-load bearing and load bearing wall assemblies. ENT shall be recognized for through-penetration firestop systems as classified to meet U.L. and CBC building codes.
13. Flexible Metal Conduit (FMC), Alflex, American Flexible Conduit or equal.
14. Liquid tight flexible metal conduit, Anacanda (type UA), Electri-flex Liquatite or equal.
15. Floor Boxes, Single Gang, Walker/Wiremold 880 CS Series or approved equal.
16. Floor Boxes, Multiple Gang, Walker/Wiremold RFB Series or Walker Omnibox multi-service floor box with carpet plates, and/or water resistant device covers.
17. Masonry Boxes, outlets in concrete, Raco Series 690 or equal.
18. Wire basket tray, B-line, GS Metals, Cablofil, Chatsworth, FlexTray or equal.
19. Cable runway tray, B-line, CPI, Homaco, Chatsworth, FlexTray or equal.

2.2 OUTLET BOXES

A. NEMA 1 gutter, junction and pull boxes shall be fabricated from code gage steel finished in grey enamel with screw cover fronts and concentric knockouts in all sides.

B. NEMA 3R gutter, junction and pull boxes shall be fabricated from code gage galvanized steel with screw cover fronts and concentric knockouts in the bottom only. Any penetrations to the side, top or back shall be weatherproofed in an approved manner such as “MYERS” gasketed type hub or equal.

C. Steel outlet boxes and plaster rings shall be galvanized rigid assemblies, either one piece pressed or factory welded construction containing the size and number of knockouts required. Steel outlet boxes shall be manufactured, sized and installed in accordance with CEC Article 314. Device Outlet: Installation of one or two devices at common location, minimum 4” square, minimum 1 1/2" deep. Single or 2 gang flush device plaster ring. Raco or equal.

D. Luminaire Outlet: minimum 4” square with correct plaster ring depth, minimum 1 1/2” deep with 3/8” luminaire stud if required. Provide proper depth plaster ring on bracket outlets and on ceiling outlets.

E. Construction: Provide galvanized steel interior outlet wiring boxes, of the type, shape and size, including depth of box, to suit each respective location and installation; constructed with stamped knockouts in back and sides, and with threaded holes with screws for securing box covers or wiring devices. Boxes shall be properly secured to the structure such that they are flush with the finish surface. Boxes shall be made structurally secure by means of the proper fastening devices.

F. Accessories: Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, plaster rings, luminaire studs, cable clamps and metal straps for supporting outlet boxes, compatible with outlet boxes being used and meeting requirements of individual wiring situations.

2.3 JUNCTION AND PULL BOXES

A. Construction: Provide galvanized sheet steel junction and pull boxes, with screw-on covers; of the type shape and size, to suit each respective location and installation; with welded seams and equipped with steel nuts, bolts, screws and washers.

B. Location:
1. Install junction boxes above accessible ceilings for drops into walls for receptacle outlets from overhead.
2. Install junction boxes and pull boxes as required to facilitate the installation of conductors and limiting the accumulated angular sum of bends between boxes, cabinets and appliances to 300 degrees.
3. Locations: Junction boxes shall be located only where necessary and only in equipment rooms, closets, and accessible attic and underfloor spaces. A horizontal distance of 24” shall separate outlet boxes on opposite sides of occupancy separation walls, fire-rated walls or partitions.
4. Labeling: Junction box covers shall be marked with indelible ink indicated the circuit numbers passing through the box.

2.4 CONDUIT FITTINGS

A. Requirements: Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and plastic conduit bushings of the type and size to suit each respective use and installation.

B. Steel boxes may allow for field knock-out modifications, but shall in all other ways conform to code requirements.

2.5 FLOOR BOXES - SINGLE GANG

A. Construction: Deep cast iron fully adjustable before and after concrete pour with all required components for complete activation. Verify required components for application of service fittings, covers, monuments, and the like, attached to floor boxes.

B. Activations:
1. Flush: Provide brass duplex or single signal cover, hinged with set screw lock. Carpet or tile finish ring.
2. Monuments: Provide stainless steel monuments with power receptacle or data grommet as noted.
3. Coordinate specific application of systems as noted on Drawings.

2.6 FLOOR BOXES - MULTIPLE GANG

A. Construction: Deep cast iron, fully adjustable before and after pour. Equal to Walker/Wiremold RFB Series or Walker Omnibox multi-service floor box with carpet plates, and/or water resistant device covers. Verify color. Partition for different power or signal applications. Provide required power receptacle devices and signal grommets or receptacles as noted. Flange typeshall be compatible with floor covering for either carpet or vinyl as required and shall be brass type not polycarbonate.

B. Floor mounted boxes shall be water tight and cast iron when installed in grade level concrete slab floor, fully adjustable with interior and exterior leveling screws. Receptacle flange shall be brass with a duplex lift lid. Flange type shall be compatible with floor type. Before installation, coordinate exact location with Architect.

2.7 PUTTY PADS

A. Intumescent moldable firestop putty designed to protect electrical outlet boxes.

PART 3 EXECUTION

3.1 INSTALLATION

A. Conduit systems listed below are for use in installations where they are permitted to be used by CEC and/or other occupancy restrictions. The below installation methods do not intend to suggest that these materials be installed in conflict with any applicable code. Special attention to applications shall be made in building types such as wet location, hazardous locations, assembly occupancy and multi-story, but not limited to these. Requirements which are more restrictive than the CEC may be called for by the drawings and / or these specifications. These requirements must be adhered to. The Electrical Contractor shall be responsible to use the proper conduit system for the application. Exposed conduit is not allowed below ceilings or above slab of floor, without prior approval from Electrical Engineer. All conduits shall be concealed except in electrical and telecommunication rooms or where shown to be surface mounted. Exposed conduit (where allowed) shall be run square and plumb with building lines in an approved manner. Support roofmount conduits, where allowed, with minimum 12” wide approved rooftop supports (B-Line Durablok, or approved equal) unless otherwise detailed in roof requirements or as specified in roofing specification. Strap conduits to blocks with proper sized conduit straps. Spacing of support shall be a minimum as provided for in the CEC. All exposed conduit mounted below 8’ above finished grade shall be strapped at a minimum of 5’ spacing.

B. Electrical Non-Metallic Tubing (ENT) shall be installed in accordance with its listed application. Only listed cement shall be used for connectors, coupling, fittings requiring cement. Unless otherwise noted, ENT systems shall be color coded: Blue for branch and/or feeder power wiring, yellow for communications systems, and red for fire alarm and emergency power systems. Use only approved and listed accessories:
   1. Electrical Nonmetallic Tubing (ENT) is designed to replace EMT, flexible metal conduit or other raceway or cable systems, for installation in accordance with Article 362 of the National Electrical Code, Section 12-1500 of the CEC, other applicable sections of the Code, and local codes.
   2. Any ENT used shall be listed to the requirements of UL Standard UL 1653 in accordance with Article 362 of the NEC and Section 12-1500 of the CEC.
   3. Any ENT used shall meet the requirements of BI National Standard CAN/CSA-C22.2 No. 227.1-UL1653 and shall be Listed/Certified in accordance to the Electrical Codes.
   4. Carlon’s ENT shall be installed per the technical assessment prepared by fire cause analysis for use in 1hour and 2-hour rated construction.
   5. Penetration of fire rated walls, floors or ceilings shall use Classified Through-Penetration Firestop Systems described in the current Underwriters Laboratories Fire Resistance Directory.
   6. Fittings and outlet boxes shall be designed for use with ENT shall be listed. All fittings, boxes and accessories shall be from one manufacturer.
   7. Only Carlon ENT Blue cement recommended specifically for use with ENT and rigid nonmetallic fittings shall be used.
   8. Unless indicated differently on drawings, ENT systems shall be color coded: BLUE for branch and feeder circuit wiring, YELLOW for communications, and RED for fire alarm and emergency systems, or colors can designate different voltages.
   9. ENT, fittings, and accessories shall be manufactured by Carlon.
   10. ENT shall not be used or allowed in any application where not allowed by CEC Article 362.

C. Non-Metallic Rigid Conduit shall be used in concrete slabs, below concrete slabs on grade, or underground outside of a building slab or foundation. Maintain minimum depth requirements and cover with appropriate fill material. Conduit shall be heavy wall Schedule 40 or 80, rigid PVC only. Rigid utility P&C duct shall not be used in any application. Properly sized grounding conductors shall be installed per CEC article 250, in all non-metallic conduit branch circuit and feeder runs. PVC conduit shall be formed or field bent only with the use of properly approved bending tools such as to not decrease the internal bore of the conduit. All conduits shall be cut square and reamed of burrs. Approved and compatible glue shall be used on all PVC fittings to attain watertight joints.

D. Galvanized Rigid Steel (GRS) conduit shall be used where exposed less than 8'–0" above finished grade to 18" below finished grade and where subject to physical damage. Conduits shall be cut square and reamed to remove burrs and sharp edges. Strap conduit below 8' above grade at 5' intervals. Unless otherwise noted, threadless setscrew and threadless weathertight fittings may be used in lieu of threaded fittings. All threaded ends entering a junction box of any type shall require one locknut on the inside and one on the outside of the enclosure and be provided with a plastic bushing or grounding bushing where necessary for proper grounding. Where exposed to moisture, a watertight hub or other approved method shall be required. All conduits shall be stubbed up straight and uniform into junction boxes, panels, cabinets, etc., and shall be (GRS) properly supported and strapped. All GRS conduit located below grade, shall be tape wrapped.

E. Electrical Metallic Tubing (EMT) shall be used as allowed by code and as permitted by this specification. It shall not be in contact with soil or the concrete slab on the ground floor of any structure. Connectors and couplings shall be steel insulated set screw type where installed in indoor dry locations not subject to moisture. Where the potential for moisture is present, compression type weathertight fittings are required. One hole conduit straps are permitted from 1/2" to 1" and two hole conduit straps are required for size 1 1/4" and larger. EMT shall not be allowed in areas subject to severe physical damage. Install copper ground wire sized per CEC 250-122 in all EMT conduits.

F. Flexible conduit may be used where concealed in building construction or above dropped ceilings, but shall meet the following criteria: No individual circuit path from distribution panel to last device shall exceed a cumulative length of 6' of flexible conduit from start to end. Flexible conduit shall not exceed a total directional change of 270 bending degrees in any one run between conduit terminations. Squeeze type or Jake type steel flex fittings of a grounding type are required. Flexible conduit must be supported in accordance with CEC. Where exposed to the weather, moisture, or spray down flexible conduit shall be of the liquidtight type. Fittings shall be manufactured for use with liquidtight flexible conduit. All motor connections shall be made with liquidtight flex. Flexible conduit may not be used where exposed except for last 2' of equipment connection and unless otherwise noted or approved. A copper ground wire sized per CEC 250-122 shall be installed in all flexible conduit runs. Flexible conduit may not be used exposed. Weatherproof liquid tight conduit shall not be used at roof level for equipment connections with lengths exceeding 24" nor shall it be used to circumvent a rigid conduit systemin a horizontal direction. Connect recessed lighting fixtures to conduit runs with a maximum of 6' of flexible metal conduit extending from junction box to fixture.

G. Underground conduits and transition to above grade/slab shall be as follows:
1. PVC elbows 2" and smaller are allowed, or if top of elbow is minimum 18" BFG or below top of slab, otherwise GRS elbows are required.
2. GRS risers are required from elbow below grade to equipment (device, outlet, panel, cabinet, etc.) above grade.
3. GRS elbows/risers to be PVC coated or 10 MIL tape wrapped (1/2" lapped) to 3" above finish grade or top of slab.

H. Conduit Supports: Conduit runs may be supported by one-hole and two-hole straps or supports as manufactured by Unistrut, Minerallac, Caddy or equals. Supports may be fastened by means of anchors, shields, beam clamps, toggle bolts, or other approved methods appropriate for the application and size of conduit. Pipe nailers (J-hooks) may only be used for 1" conduit and smaller and only in wood frame construction. Conduit support methods are subject to review by the engineer and authority having jurisdiction for adequacy. Installations deemed inadequate shall be corrected by the contractor at no cost to the Owner.

I. Bends and offsets shall be made with approved tools for the type of conduit being utilized. Bends shall be made without kinking or destroying the smooth bore of the conduit. Parallel conduits shall be run straight and true with bends uniform and symmetrical. Minimum radii shall be per CEC 344-24.

J. Conduit Stub-outs below grade shall be capped with plastic cap, and identified by placing a pull box marked with correctly identified utility such as "Elec", "Tel", etc. Dimension for exact location on field record drawings. Provide lids for proper field application (i.e. traffic, incidental, pedestrian).

K. Conduit Seals - Where below grade conduits enter structure through slab or retaining wall of building or basement, seal the inside of each conduit as follows:
1. Provide damming material around conductors 3" into conduit. Polywater or equal.
2. Fill 3" of conduit with 3M #2123 sealing compound.
3. Wrap conductors where they exit the conduit with 3M #2229 "Scotch Seal" mastic tape. Lap tape to approximate diameter of the raceway and wrap outside of conduit opening with (minimum) one turn.
4. Use conduit sealing bushings type CSB (O-Z/Gedney) or equal.
5. Empty conduits shall be sealed with standard non-hardening duct seal compound and then capped to prevent entrance of moisture and gases and to meet fire resistance requirements.
6. Provide cable drip loop minimum 12" high.

L. Marker tape: Place marker tape at 12" below finish grade along and above buried conduits. Label tape "CAUTION: ELECTRICAL LINES BELOW" or similar wording.

M. Electrical and communications systems raceways routed underground shall not occupy the same trench as plumbing utilities such as sewer, water, storm drain, gas or other wet or dry gaseous utility system. A minimum of 12" of undisturbed earth is required. Where utilities must cross in closer proximity to each other due to physical constraints, 6" minimum crossing distances are allowed.

N. Conduits, routed below footings, slabs, grade beams, columns, and other structural elements shall be installed in strict compliance with structural details and criteria shown on structural plans. Clearances below structural elements and sleeves through structural elements must be carefully planned to avoid conflict and must be approved by the structural engineer if conflict arises.

O. All conduit or raceways passing through fire rated walls, floors, or ceilings shall be installed with a listed penetration method which protects the opening to the same rating as the assembly and is non hardening.

P. Cable runway shall be used in equipment rooms where shown on the plans. Ladder tray installations shall conform to the requirements of CEC Article 318. The contractor shall provide all mounting hardware, connectors and bracing as required and as recommended by the manufacturer for a complete system installation.

Q. Wire basket tray shall be used in all concealed spaces (above ceiling spaces, under buildings in access tunnels, below raised floors, etc.) unless otherwise noted. Wire basket tray installations shall conform to the requirements of CEC Article 318. The contractor shall provide all mounting hardware, connectors and bracing as required and as recommended by the manufacturer for a complete system installation. All cutting and bending of wire basket tray shall be per the manufacturer's recommendation using tools designed for that purpose. Cable loading shall not exceed the listing of the system and its support.

R. Location: Locate boxes and conduit bodies so as to ensure accessibility of electrical wiring.

S. Anchoring: Secure boxes rigidly to the substrate upon which they are being mounted, or solidly embed boxes in concrete or masonry.

T. Special Application: Provide weatherproof outlets for locations exposed to weather or moisture.

U. Knockout Closures: Provide knockout closures to cap unused knockout holes where blanks have been removed.

V. Mount outlet boxes, unless otherwise required by ADA, or noted on drawings, the following distances above the finished floor:
1. Receptacles, Telephone, TV & Data outlets. (measured to bottom of outlet box): +15".
2. Outlet above counter (measured to top of outlet box): +46".
3. Control (light) Switches. (measured to top of outlet box): +48".
4. Fire Alarm Manual Pull Stations, T-stats. (measured to top of outlet box): +48".
5. Fire Alarm Visuals: the lower of +80" to bottom of lens, or 6" below ceiling.
6. Other Outlets: As indicated in other sections of specifications or as detailed on drawings.

W. Coordinate all electrical device locations with the architectural floor plan and interior and exterior elevations to prevent mounting devices within elements that they may conflict such as cabinetry, mirrors, planters, etc.

X. Size outlet and junction boxes to minimum wire fill space requirements. Upsize box as required to allow ease of wire installation and device installation.

Y. Outlet and junction boxes in fire rated walls shall be gauged and spaced so as not to exceed the maximum penetration allowed by the assembly without compromising the fire rating. If a conflict arises relative to a specific condition, the contractor shall follow the requirements of the fire authority and ask for guidance from the design team. At no time should a larger box be installed prior to resolution of conflict.

END OF SECTION 26 05 33

SECTION 26 05 53 IDENTIFICATION OF ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section Includes:
   1. Nameplates and warning signs where specified herein and as shown on contract documents including the following:
      a. Nameplates and warning signs permanently installed on all electrical equipment and devices including, but not limited to, the following items:
         1) Enclosures for transformers, switchboards, motor control, panels, pullboxes, cabinets, motors, generators, transfer switches.
         2) Enclosures for all separately enclosed devices including, but not limited to, disconnect switches, circuit breakers, contactors, time switches, control stations and relays, fire alarm panels and lighting control panel.
         3) Wall switches not within sight of outlet controlled.
         4) Special systems such as, but not limited to, telephone, fire alarm, warning and signal systems. Identification shall be at each equipment rack, terminal cabinet, control panel, annunciator and pullbox.
         5) Devices mounted within and part of equipment including circuit breakers, switches, control devices, control transformers, relays, indication devices and instruments.
   2. Conductor and Cable Identification.

B. Related Sections:
   1. Section 26 05 00: Common Work Results For Electrical.
   2. Section 26 05 19: Low-Voltage Electrical Power Conductors and Cables.

PART 2 PRODUCTS

2.1 EQUIPMENT LABEL DESIGNATIONS

A. Equipment labels indicating equipment designations both emergency and normal. Designation data per drawings or to be supplied with shop drawings approval.

B. Panelboard labels showing panel designation, voltage, phase and source.

C. Distribution panels, transformers, safety switches, transfer equipment, etc. Labels shall be per ANSI Z535.4 guidelines.

2.2 MATERIALS

A. For Labels: Three layer laminated plastic or micarta with engraved white letters over black background.

B. For Emergency Equipment: Use engraved white letters over red background.

C. For Warning Signs: Minimum 18 gauge steel with red lettering on white porcelain enamel

finish.

D. Arc flash labels shall be provided as required by CEC Article 70E.

E. Conductor tape number markers: TayMac MX4280 Series non-fading permanent adhesive.

2.3 MANUFACTURERS

A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to the following:
1. Panduit Corp.
2. American Labelmark Co.
3. Markal Corp.
4. Calpico, Inc.
5. Ideal Industries, Inc.

PART 3 EXECUTION

3.1 MOUNTING

A. Equipment labels shall be mounted by self-tapping, threaded screws and bolts, or by rivets. Adhesive types are not acceptable unless specifically noted in this section.

B. Conductor tape markers shall be consistently placed for ready conductor identification.

3.2 HEIGHTS ON LABELS

A. Panelboards, Switchboards and Motor Control Centers and Special Systems Enclosures: 1/4" identify equipment designation; 1/8” identify voltage rating and source.

B. Individual Circuit Breakers, Switches, and Motor Starters in Panelboards, Switchboards, and Motor Control Centers: 3/16” identify circuit and load served, including location of equipment.

C. Enclosed Circuit Breakers, Enclosed Switches, and Motor Starters: 3/16” identify load served.

D. Transformers: 3/16” identify equipment designation; 1/8” identify primary and secondary voltages, primary source and secondary load. Include location of primary source or secondary load if remote from transformer.

3.3 WARNING SIGNS

A. Warning signs shall be permanently mounted with cadmium plated steel screws or nickel-plated brass bolts.

B. Warning signs to read "DANGER - HIGH VOLTAGE", with letters 1 1/2" high, 3/16” stroke minimum.

C. Provide warning sign on all doors or immediately next to door for equipment rooms, enclosures or closets containing equipment energized above 150 volts to ground as per CEC, and/or as directed by the Architect. For interior finish spaces and interior doors, signage shall be coordinated and approved with the Architect in advance of installation.

D. Underground Warning Tape. Description: four (4) inch wide plastic tape, colored red with suitable warning legend describing buried electrical lines.

3.4 UNDERGROUND WARNING TAPE INSTALLATIONS:

A. Install underground warning tape along length of each underground conduit, raceway, or cable six (6) to eight (8) inches below finished grade, directly above buried conduit, raceway, or cable. Where multiple lines installed in a common trench or concrete envelope, do not exceed an overall width of 16 inches; install a single line marker.

B. Install line marker for underground wiring, both direct buried and in raceway

3.5 PRINTED PANELBOARD DIRECTORY

1. Provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker for that panel, switchboard, or motor control center.
2. Panelboard directory shall include a legend indicating insulation color corresponding each phase and voltage in the building electrical system.
3. Copy in Owner's Manual.

3.6 ABOVE CEILING JUNCTION BOXES

A. Labeling: Provide label on all above ceiling junction boxes.
   1. Provide permanent labeling with indelible black marker, in neat, legible print indicating the panelboard name, branch circuit number(s) and voltage of conductors within the junction box.

END OF SECTION 26 05 53

SECTION 28 31 00 FIRE DETECTION AND ALARM

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE OF WORK

A. Provide complete fully automatic addressable fire alarm system within the area of work. Provide fire alarm system devices as shown in equipment legend, floor plans, and specifications in this construction document set. Connect/ tie-in new fire alarm system devices shown per drawing and specification document into the new fire alarm control panel and new fire alarm power supply panel. Upon completion, a complete pre-test shall be performed to verify functionality, if functionality is complete then the proper documentation shall be submitted to the authority having jurisdiction prior to scheduling a final inspection.

1.3 SUMMARY

A. This Section Includes:
   1. Provide a complete, fully addressable, power limited, fire detection and voice evacuation system for this project. The system shall be connected, tested, verified by AHJ to be acceptable and left in first class operating condition. All equipment herein specified shall be engineer-approved and California State Fire Marshal (CSFM) listed. The entire installation shall conform to the National Fire Protection Association (NFPA) Standard 72, 2016 90A & CEC Article 760 and authorities having jurisdiction as applicable. The system specified and depicted on the plan is a complete and approved system. The entire fire alarm system has been submitted and approved by the Division of the State Architect as a complete submittal. Any routing of the system wiring that is significantly different than shown on the approved drawings shall have the approval of the engineer and must be obtained prior to construction.
   2. Provide all work and material as shown and / or required to provide a fully functional and adequate system as described hereon and as required by the California State Fire Marshal.
   3. Supervision: The fire alarm system shall monitor the integrity of all alarm initiating and indicating appliance circuits and provide local and remote status of all connected systems. The system shall be provided with automatically charged standby batteries to maintain system operation for 24 HRS in the normal supervisory mode and 15 minutes of alarm. Batteries shall be supervised for connection to the system and low voltage threshold. The automatic battery charger shall be capable of charging fully discharged system batteries to 100% in 8 hours.
   4. The system wiring and installation shall be as stated in drawings and as required by the manufacturer. All wiring shall be color coded, tagged and verified to assure that it is free from shorts and grounds and shall be rated for the appropriate environmental conditions such as well locations.
   5. Testing: The completed system shall be tested in accordance with NFPA Standard 72 7.6.6 and 7.8.2.
   6. All Fire Alarm wiring shown in drawings shall be installed in conduit.
   7. System Operation shall include:
      a. Separate zone signaling and device status indication for all initiating devices.
      b. Audible to sound the California uniform fire alarm signal in temporal mode. Devices shall be at least 15dBA above average ambient sound level, but not less than 75dBA at 10’ or more than 120dBA.

c. Visual devices shall not exceed 2 flashes per second and shall not be slower than 1 flash per second. Visual devices shall be synchronized when 3 or more devices are within the same field of view.
d. Supervision of all circuits to indicate any abnormal wiring condition.
e. N.O./N.C. integral relays for external device interface or as indicated on drawings.
f. Central station connection capable of indicating (3) distinct separate signals as being tamper, trouble and alarm with point reporting capabilities.

8. All work shall be completed as shown on the plans and or as specified within this specification and shall include the following (but is not limited to):
   a. Life safety fire alarm detection and signaling system.
   b. Furnishing and installation of equipment and devices.
   c. Conductors, connections and interconnections where specified and all in conduit system.
   d. Conduit, wire and connections for control of heating and ventilation motors, smoke dampers and smoke exhaust.
   e. Testing, cleaning and adjusting of completed work.
   f. Wiring diagrams, as-built drawings and three (3) sets of equipment operations and maintenance instructions for Owner.
   g. Complete maintenance for two years.
   h. Proposal for subsequent maintenance contract.
   i. All work and material for complete and operable systems as indicated or specified.
   j. Permits, inspections and fees.
   k. Identification and instruction to Owner Representative. Training shall consist of a minimum or two (2) 6-hour sessions.
9. Coordination with Section 26 05 33: Raceway and Boxes for Electrical Systems.
10. Furnishing of special back boxes where required for installation of fire alarm devices.
11. All conductors to be installed in conduit pursuant to Specification Section 26 05 33: Raceway and Boxes for Electrical Systems.
12. Qualifications: Contractor shall receive written approval and verified test results which shall be submitted to the owner for system from manufacturers recognized representative prior to completion and acceptance.
13. All initiating devices shall be separately addressed for individual identification at control panel.
14. As-Built Drawings: A complete set of reproducible “as-built” drawings showing installed wiring, color coding, wire tag notations exact locations of all installed equipment, specific interconnections between all equipment and internal wiring of the equipment shall be delivered to the owner upon completion of the system.
15. Maintenance Instructions: Three (3) submittals of maintenance instructions shall be provided and shall be complete, easy to read, understandable and shall provide the following information:
    a. Instructions for replacing any components of the system, including internal parts.
    b. Instructions for periodic cleaning and adjustments of equipment with a schedule of these functions.
    c. A complete list of all equipment and components with information as to the address and telephone number of both the manufacturer and local supplier of each item.
    d. User operating instructions shall be prominently displayed on a separate sheet located next to the control unit in accordance with UL Standard 864. The contractor shall warrant all equipment and wiring free from inherent mechanical and electrical defects for two years from the date of final acceptance.
16. The FACP shall integrate with the to prevent bells from activating during a fire alarm.
17. The FACP shall meet the requirements of UL ANSI 864 Ninth Edition. Systems listed to UL ANSI 864 Eighth Edition or earlier revisions are not acceptable.

B. Substitutions
   1. Substitution of system components or manufacturer will require the contractor to separately obtain approval with DSA at Contractor’s expense and shall meet all

requirements of the system as designed and pre-approved.
2. All proposed substitutions shall be listed with the California State Fire Marshal.

1.4 SUBMITTALS

A. Comply with applicable provisions of Section 26 05 00: Common Work Results for Electrical.

B. General:
1. Two (2) copies of all submittals shall be submitted to the Architect/Engineer for review and approval.
2. All references to manufacturers model numbers and other pertinent information herein is intended to establish minimum standards of performance, function, and quality.
3. For equipment other than that specified, the contractor shall provide proof that the proposed substitute equipment equals or exceeds the form, feature, function, performance, and quality of the specified equipment.

C. Product Data:
1. A complete list of all supplied equipment including model numbers with catalog data sheets on each component.
2. Data sheets show California State Fire Marshal Listing, U.L. listing, equipment ratings, dimensions and finishes.
3. Highlight actual devices to be used and their amp draw in stand-by and alarm modes.

D. Shop Drawings:
1. Provide schematic layout, floor plan, drawings indicating location of all components and equipment, required size and location of conduit and outlets and type and quantity of system conductors. Include voltage drop calculations and battery calculations based on actual number of devices to be installed.
2. Include riser and wiring diagrams for overall system and components including control panels, annunciators, power supplies, initiating circuits, notification appliances, control devices and FATC. Address numbers shall be noted on all appliances.
3. Include physical and electrical characteristics of equipment to indicate conformance with the Specifications.
4. Describe system characteristics and function as well as device wiring diagrams.
5. Voltage drop and battery calculations for each control panel and power supply and initiating circuits at 24 hour stand-by and 15 mins alarm.
6. System operational matrix.

E. Operating and Maintenance Instruction Manual:
1. Manual shall include the following tailored to this specific project:
   a. Operational description.
   b. Coded cabling plan.
   c. Two wire circuit diagrams.
   d. Wiring destination schedule.
   e. Schematic component diagrams and PC board layouts.
   f. Maintenance and alignment procedures.
   g. Voltage drop and battery calculations.

F. Other documentation

1. In addition to the shop drawings, the following information shall also be included with the submittal.

a. Manufacturer’s technical data sheets for each piece of equipment that will be installed.

b. Standby battery calculations for the FACP and any remote power supply or other panels that include their own standby batteries.

c. Voltage drop calculations showing the worst-case end of line voltage for all notification appliance circuits

d. Detailed description of the overall operation of the system or a sequence of operation matrix.

e. Proof of factory training and certification of the supervising technician assigned to the project.

f. Proof of factory training and certification of a service technician employed by the installation company that can be onsite to troubleshoot and repair any service related problems with the system, within 4 hours of being notified of the problem.

1.5 PERFORMANCE REQUIREMENTS

A. Alarm, trouble and supervisory signals from all intelligent reporting devices shall be encoded on NFPA Style 4 (Class B) Signaling Line Circuits (SLC).

B. Device Circuits (IDC) shall be wired Class A (NFPA Style D) as part of an addressable device connected by the SLC Circuit.

C. Notification Appliance Circuits (NAC) shall be wired Class A (NFPA Style Z) as part of an addressable device connected by the SLC Circuit.

D. On Style 6 or 7 (Class A) configurations a single ground fault or open circuit on the system Signaling Line Circuit shall not cause system malfunction, loss of operating power or the ability to report an alarm.

E. Alarm signals arriving at the FACP shall not be lost following a primary power failure (or outage) until the alarm signal is processed and recorded.

F. NAC circuits and control equipment shall be arranged such that loss of any one (1) NAC circuit will not cause the loss of any other NAC circuit in the system.

G. Two-way emergency telephone communication circuits shall be supervised for open and short circuit conditions.

H. The secondary power source of the fire alarm control panel shall be capable of providing at least 24 hours of backup power with the ability to power the system for an additional 15 minutes in an alarm condition, at the end of the 24 hour backup period.

I. Basic System Operation

1. When an off normal condition occurs (Alarm, Supervisory, or Trouble) the respective LED on the FACP shall illuminate.

2. A piezo sounder shall activate at the FACP during any off normal condition until the SILENCE button is pressed by an authorized user.

3. A Red LED shall illuminate when an alarm or pre-alarm condition exists.

4. An Amber (yellow) LED shall illuminate when a Supervisory or Trouble condition exists.

5. A backlit 4-line 40-character LCD screen shall display all messages that refer to an off-normal condition.

6. An Alarm condition shall have priority over all other signals.

7. The FACP shall include an event buffer that maintains the last 4,000 system events including a date and time stamp for each.

8. In response to a fire alarm condition, the systems notification appliances and relay-controlled output circuits that are associated through programming with the device initiating the alarm, shall automatically activate. Additionally, the system shall notify an approved central station via dial-up, IP, or cellular means as deemed acceptable by the local Authority Having Jurisdiction (AHJ).

1.6 QUALITY ASSURANCE

A. Loads of Equipment and Components
   a. Follow IEEE Standard where applicable.
   b. Provide fuse protection for equipment and spare fuses.
   c. Design systems for operation at 120 volts, normal or emergency power as indicated, 60 Hz nominal input.
   d. Operating voltage dissipated by resistors shall not exceed 25% of ratings.
   e. Operating voltage of capacitors shall not exceed 80% of rated voltage.
   f. Operating loads and voltages on transistors and solid-state devices shall not exceed manufacturer's recommendation for normal full load operation.
   g. Use electronic components of types and rating commonly available from stock of established commercial distribution.

B. Regulatory Requirements
   1. The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable.

      a. 2019 California administrative code (cac), part 1, title 24 ccr *

      b. 2019 California building code (cbc), part 2, title 24 ccr (2018 international building code, vol. 1 & 2, and 2019 California amendments)

      c. 2019 California electrical code (cec), part 3, title 24 ccr (2017 national electrical code and 2019 California amendments)

      d. 2019 California mechanical code (cmc), part 4, title 24 ccr (2018 iapmo uniform mechanical code and 2019 California amendments)

      e. 2019 California plumbing code (cpc), part 5, title 24 ccr (2018 iapmo uniform plumbing code and 2019 California amendments)

      f. 2019 California energy code (cec), part 6, title 24 ccr

      g. 2019 California fire code (cfc), part 9, title 24 ccr (2018 international fire code and 2019 California amendments)

      h. 2019 California existing building code (cebc), part 10, title 24 ccr (2018 international existing building code and 2019 California amendments)

      i. 2019 California green building standards code (Cal green), part 11, title 24 ccr

      j. 2019 California referenced standards code, part 12, title 24 ccr

k. Title 19 CCR, public safety, state fire marshal regulations

Partial list of applicable standards are following:

a. NFPA 72 national fire alarm and signaling code (ca amended): 2016 edition

b. NFPA 2001 standard on clean agent fire extinguishing systems for protection of commercial cooking equipment; 2005 edition (r2010)

c. UL 464 audible signaling devices for fire alarm and signaling systems, including accessories; 2003 edition

d. UL 521 standard for heat detectors for fire protective signaling systems; 1999 edition

e. UL 1971 standard for signaling devices for the hearing impaired; 2002 edition (2010) California building code, chapter 35, for state of California amendments to the nfpa standards.

f. California fire code, chapter 33 for fire safety during construction and demolition.

For a complete list of applicable nfpa standards refer to 2019 CBC (SFM) chapter 35 and California fire code chapter 80.

2. All requirements of the Authority Having Jurisdiction (AHJ).

The FACP and associated field devices system shall comply with the following Underwriters Laboratories Inc. (UL) USA listing standards as applicable.

1. No. 38 Manually Actuated Signaling Boxes
2. No. 50 Cabinets and Boxes
3. No. 864 Control Units for Fire Protective Signaling Systems
4. No. 268 Smoke Detectors for Fire Protective Signaling Systems
5. No. 268A Smoke Detectors for Duct Applications
6. No. 346 Waterflow Indicators for Fire Protective Signaling Systems
7. No. 464 Audible Signaling Appliances
8. No. 521 Heat Detectors for Fire Protective Signaling Systems
9. No. 1638 Private Mode Emergency and General Utility Signaling
10. No. 1971 Visual Notification Appliances

1.7 WARRANTY

A. For a period of two years from date of final acceptance, the system shall be under full guarantee for materials and labor at no cost to the Owner. The system shall be under a service contract with a technician authorized by the manufacturer. Replacement parts and labor shall be readily available during normal business hours while the service contract is in effect. A complete system inspection and test shall be performed at five months and again at eleven months after final acceptance. Tests shall include all smoke detector sensitivity settings.

B. Conform to applicable provisions of the General Requirements.

C. Service technicians and replacement components for the system shall be available locally from a service representative of the manufacturer who is able to provide evidence of technical training and authorization by the manufacturer.

D. All component failures shall be remedied to the satisfaction of the Owner.

E. A continuing service contract shall be offered at time of bid to commence at the expiration of warranty included with the system.

1.8 ACCEPTABLE MANUFACTURER

A. All fire alarm system devices and equipment shall be manufactured with the one indicated on the drawing or approved equivalent. no other manufacturers will be accepted.

B. All equipment, materials, accessories, devices, etc. covered by the specifications and/or noted on the contract drawings shall be new and unused and be u.l. listed for their intended use.

C. All equipment provided shall be available for purchase from at least two authorized distributors within the service area.

1.9 MAINTENANCE:

A. Maintenance and testing shall be on a semi-annual basis or as required by the AHJ. A preventative maintenance schedule shall be provided by the contractor describing the protocol for preventative maintenance. The schedule shall include:
   1. Systematic testing and complete inspection of the entire fire alarm system including control panels, field devices, and wiring terminations including smoke sensors, heat sensors, manual pull stations, sprinkler system switches, remote panels, power supplies, and terminal boxes, and all other fire alarm accessories, in accordance with NFPA 72. Cleaning and adjusting of these devices shall be conducted at this time.
   2. An inspection and test of system power supplies, batteries, circuit breakers, and fuses as well as a load test of the batteries shall be conducted in accordance with NFPA 72.
   3. Placing the system into an alarm condition and checking each notification device for proper operation.
   4. Removing devices from the FACP SLC circuit to ensure a trouble condition occurs.
   5. Input and output mapping shall be tested to ensure proper sequence of operation.
   6. Signal transmission shall be tested to the Monitoring Station.
   7. A report showing the calibrated sensitivity of each of the systems smoke detectors shall be generated from the fire alarm control panel and verified to ensure all smoke detectors are within UL tolerance.
   8. Following each periodic maintenance and test, the owner shall be provided with a detailed report of the test results including any deficiencies found.

PART 2 PRODUCT

2.1 MANUFACTURERS

A. Main Fire Alarm Control Panel (FACP): Gamewell-FCI

B. Fire Alarm Power Supply: Gamewell-FCI

C. Area Smoke Detectors, Multi-Criteria Fire/CO Detector and Heat Detectors: Gamewell-FCI

D. Addressable Manual Pull Stations: Gamewell-FCI

E. Control Relay: Gamewell-FCI

F. Monitor Module: Gamewell-FCI

G. Strobes, Combination Speaker/strobe and Weatherproof Speaker: System Sensor

2.2 MATERIALS

A. Main FACP or network node shall contain a microprocessor based Central Processing Unit (CPU) and power supply in an economical space saving single board design. The CPU shall communicate with and control the following types of equipment used to make up the system: intelligent addressable smoke and thermal (heat) detectors, addressable modules, printer, annunciators, and other system-controlled devices.

B. System Devices and components shall be provided as specified on the fire alarm equipment legend and as shown on associated electrical drawing.

2.3 COMPONENTS

FIRE ALARM CONTROL PANEL (FACP)

A. FACP shall be as indicated model on the drawing or approved equivalent.
   1. The FACP is an intelligent addressable Fire Alarm Control Panel combined with an Emergency Voice System (EVS) and are direct replacements for the FACP. When the EVS features are enabled, they are integrated with the fire alarm and voice evacuation functions of the control panel. The emergency voice system operations include an onboard supervised microphone. All-call and non-active call buttons can quickly select all active or non-active output groups. The system also allows for emergency messages over fire.
   2. The FACP has one built-in signaling line circuit (SLC), which can support 159 SK detectors and 159 SK modules, or 127 SD protocol devices. Additional SLC loops can be added for a maximum of 1110 (SK) or 635 (SD) points per panel.
   3. The built-in digital alarm communicator/transmitter (DACT) is dual technology, IP and POTS. The POTS transmits system status (alarms, troubles, AC loss, etc.) to a Central Station via the public switched telephone network. The IP communicator’s internet monitoring capability sends alarm signals over the Internet saving the monthly cost of two dedicated business telephone lines. Although not required, the secondary telephone line may be retained providing backup communication over the public switched telephone line. Optional cellular reporting is available. Each SLC shall be capable of NFPA 72 Style 4, Style 6, or Style 7 (Class A or B) wiring.
   4. The system shall include a full featured operator interface control and annunciation panel that shall include a backlit Liquid Crystal Display (LCD), individual color coded system status LEDs, and an alphanumeric keypad with easy touch rubber keys for the field programming and control of the fire and gas detection system.
   5. All programming or editing of the existing program in the system shall be achieved without interrupting the alarm monitoring functions of the fire alarm control panel.
   6. The FACP shall support up to 20 logic equations, including "and," "or," and "not," or time delay equations to be used for advanced programming. Logic equations shall require the use of a PC with a software utility designed for programming.
   7. The Main Power Supply shall operate on 120/240 VAC, 50/60 Hz, and shall provide all necessary power for the FACP.
      a. Provide 24VDC regulated and shall incorporate a battery charger for 24 hours of standby power using dual-rate charging techniques for fat battery recharge.
      b. Shall be power-limited per UL864 requirements
      c. Shall communicate power supply, line voltage, battery status and charger status to the local LCD display. Any abnormal condition shall be annunciated and logged to the system alarm history log.
   8. FACP shall have all accessories required for the FACP to perform the following:
      a. Connect all initiation and notification circuits shown on plans
      b. Network with other FACPs, annunciators, etc.

c. Communicate with remote monitoring station via Universal Digital Alarm Communicator Transmitter (UDACT).

9. The FACP has six onboard Flexput® circuits that can be configured as notification outputs or auxiliary power. The 6820EVS also has a form-C trouble relay, and two programmable form-C relays, along with powerful features such as drift compensation, pretrouble maintenance alert, a built-in sensor test to comply with NFPA 72 calibration testing requirements, and a calibration trouble alert.
10. A common communications and annunciation link allow up to 17 panels to be connected via copper or fiber optic cable. A designated panel is configured as the communicator for all panels in the link for convenient single-point communications.

B. Fire Alarm Amplifier:
1. The intelligent fire alarm amplifier shall be as indicated model on the drawing or approved equivalent. The intelligent 50-watt amplifier is used to amplify the audio message for distribution throughout the facility. Since it is designed as a self-contained distributed amplifier it can be conveniently located near the area of protection to reduce wiring demands.
2. Each amplifier can produce 50-watts of audio power. Up to four amplifiers can be used on the voice evacuation system. The amplifier has its own power supply with battery backup and four speaker circuits which can be expanded to eight speaker circuits. The amplifier is fully supervised by the main panel for trouble conditions.

C. Fire Alarm Power Module:
1. The intelligent fire alarm power module shall be as indicated model on the drawing or approved equivalent. It delivers 6 amps of notification appliance circuit power and built-in synchronization. Its switch mode power supply design is up to 50% more efficient than competitive linear mode power supplies.
2. The power supply is a 6-amp notification power expander that provides its own AC power connection, battery charging circuit, and backup battery for use with the same manufacturer series fire alarm control panels (FACPs). The power supply is the cost-effective solution for powering notification appliances required by the Americans with Disabilities Act (ADA). It has built-in ANSI cadence pattern. The output circuits can be programmed as notification appliance circuits, or as auxiliary power (configurable for constant, resettable, or door holder power).

D. Addressable Manual Fire Alarm Box (manual station)
1. Addressable manual fire alarm boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status. They shall use a key operated test-reset lock and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of a key.
2. All operated stations shall have a positive, visual indication of operation and utilize a key type reset.
3. Manual fire alarm boxes shall be constructed of Lexan with clearly visible operating instructions provided on the cover. The word FIRE shall appear on the front of the stations in raised letters, 1.75 inches (44 mm) or larger.

E. Intelligent Photoelectric Smoke Detector
1. The intelligent photoelectric smoke detector shall be as indicated model on the drawing or approved equivalent and shall use the photoelectric (light-scattering) principal to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.

F. Intelligent Thermal Detectors
1. The intelligent thermal detectors be as indicated model on the drawing or approved

equivalent addressable devices rated at 135 degrees Fahrenheit (58 degrees Celsius) and have a rate-of-rise element rated at 15 degrees F (9.4 degrees C) per minute. A high heat thermal detector rated at 190 degrees Fahrenheit shall also be available. The thermal detectors shall connect via two wires to the fire alarm control panel signaling line circuit.

G. CO Detector
1. It is a plug-in, addressable device that provides carbon monoxide (CO) detection. This approach enables enhanced sensitivity to real fire with heightened immunity to nuisance particulates. For CO, the detector's electrochemical sensing cell creates a separate signal for life safety CO detection.
2. UL models meet UL 268 7th edition and UL 521 listing requirements for fire detection and UL 2075 standard for system-connected life safety carbon monoxide detection.
3. B200S series intelligent sounder bases are recommended for use. These bases can generate either a Temp 3 pattern for fire or a Temp 4 pattern for CO alarm indication. The B200S series bases recognize the System Sensor synchronization protocol for use as a component of the general evacuation signal — along with other System Sensor Audible/Visible devices — when connected to a power supply or Fire Alarm Control Panel (FACP) output capable of generating the System Sensor synchronization pulses.

H. Control Relay Module:
1. The Control Relay is intended for use in intelligent, two-wire systems where the individual address of each module is selected using the built-in rotary switches. It allows a compatible control panel to switch discrete contacts by code command. The relay contains two isolated sets of Form-C contacts, which operate as a DPDT switch and are rated in accordance with the table in the manual. Circuit connections to the relay contacts are not supervised by the module. The module also has a panel-controlled LED indicator.

I. Intelligent Monitor Module:
1. The monitor module indicated on the drawing is an addressable monitor module for use with Honeywell Silent Knight Series fire alarm control panels (FACPs). The monitor module is intended for use in intelligent, two-wire systems, where individual address of each module is selected using the built-in rotary switches.
2. It supports Class A supervised or Class B supervised wiring to the load device. Conventional 4-wire smoke detectors can be monitored for alarm and trouble conditions.

J. Ceiling Mounted Strobe
1. The LED notification appliances shall be System Sensor Visual Strobe appliances for ceiling-mount applications with a low-profile design or approved equals. The Strobes shall be listed for UL Standard 1971 (Emergency Devices for the Hearing-Impaired) for Indoor Fire Protection Service.
2. The Series shall be Restriction of Hazardous Substances (RoHS) compliant and contain no mercury or other hazardous substances.
3. All Series shall meet the requirements of FCC Part 15 and ICES-003.
4. All inputs shall be compatible with standard reverse polarity supervision of circuit wiring by a Fire Alarm Control Panel (FACP) with the ability to operate from 16 to 33 VDC.
5. The Strobe appliances shall produce a flash rate of one (1) flash per second over the Regulated Voltage Range and shall incorporate a Light Emitting Diode (LED) as the light source with a rugged Lexan® lens. The appliances shall be of low current design. The LED strobe flash duration shall be 20 ms. Where multi-candela appliances are specified, the strobe intensity shall have 4 field selectable settings at 15, 30, 75, 95 candela for ceiling-mount applications. The selector switch for selecting the candela

shall be tamper resistant. Appliances with candela settings shall show the candela selection in a visible location at all times when installed.

6. The Strobe mounting options shall include Ceiling backboxes, 4” square, 1 1/2 or 2 1/8”deep and 4” Octagonal, 1 ½” or 2 1/8”deep. Two wire appliance wiring shall be capable of directly connecting to the mounting base. Removal of an appliance shall result in a supervision fault condition by the Fire Alarm Control Panel (FACP).
7. All notification appliances shall be backwards compatible.
8. The LSTC3 ceiling models shall have a low profile measuring 6.26” Diameter with 1.5”D.
9. When synchronization is required, the appliance shall be compatible with Sync Modules, PS Power Supplies, SAFEPATH products or other manufacturer’s panels with built-in Wheelock® Patented Sync Protocol. The strobes shall not drift out of synchronization at any time during operation. If the sync protocol fails to operate, the strobe shall revert to a non-synchronized flash-rate and still maintain (1) flash per second over its Regulated Voltage Range. The appliance shall also be designed so that the audible signal may be silenced while maintaining strobe activation when used with patented sync protocol.

K. Wall Mounted Strobe

1. The notification appliances shall be System Sensor Visual Strobe appliances for wall-mount applications with a low-profile design or approved equals. The Strobes shall be listed for UL Standard 1971 (Emergency Devices for the Hearing-Impaired) for Indoor Fire Protection Service.
2. All inputs shall be compatible with standard reverse polarity supervision of circuit wiring by a Fire Alarm Control Panel (FACP) with the ability to operate from 16 to 33 VDC.
3. The Strobe appliances shall produce a flash rate of one (1) flash per second over the Regulated Voltage Range and shall incorporate a Light Emitting Diode (LED) as the light source with a rugged Lexan® lens. The appliances shall be of low current design. The LED strobe flash duration shall be 20 ms. Where multi-candela appliances are specified, the strobe intensity shall have 4 field selectable settings at 15, 30, 75, 110, candela for wall-mount applications. The selector switch for selecting the candela shall be tamper resistant. Appliances with candela settings shall show the candela selection in a visible location at all times when installed.
4. The module shall be a System Sensor Sync.Circuit model MDL3 listed to UL 464 and shall be approved for fre protective service. The module shall synchronize SpectrAlert strobes at 1 Hz and horns at temporal three. Also, while operating the strobes, the module shall silence the horns on horn strobe models over a single pair of wires. The module shall mount to a 411⁄16 × 411⁄16 × 21⁄8-inch back box.
5. The module shall also control two Style Y (class B) circuits or one Style Z (class A) circuit. The module shall synchronize multiple zones. Daisy chaining two or more synchronization modules together will synchronize all the zones they control. The module shall not operate on a coded power supply. All notification appliances shall be backwards compatible.
6. The wall models shall have a low profile measuring 4.53”H x 2.76”W x 1.27”D.
7. When synchronization is required, the appliance shall be compatible with Sync Modules, PS Power Supplies, SAFEPATH products or other manufacturer’s panels with built-in Sync Protocol. The strobes shall not drift out of synchronization at any time during operation. If the sync protocol fails to operate, the strobe shall revert to a non-synchronized flash-rate and still maintain (1) flash per second over its Regulated Voltage Range. The appliance shall also be designed so that the audible signal may be silenced while maintaining strobe activation when used with sync protocol.

L. Combination Speaker Strobes

1. The System Sensor Speaker Strobes are designed for high efficiency sound output for indoor applications. The product line features intelligible communications with crisp,

clear voice messages and tone signaling, ideal for mass notification and voice evacuation.

2. Providing a sleek aesthetic appearance, the wall and ceiling appliances feature dual voltage (25/70 VRMS) capability and field-selectable taps from 1/8 to 2 watts. For faster and easier installation, the low-profile design incorporates a speaker mounting plate, and each model has a built-in level adjustment feature and Snap-On cover with no visible mounting screws.
3. For visible signaling to meet the hearing impaired, the E Speaker Strobe models incorporate the low current draw of the Strobes.
4. Ceiling mount models are available in multi-candela ceiling strobe with field selectable intensities of 15/30/75/95/110/115cd or the high intensity strobe with field selectable 135/150/177/185cd.
5. The strobe portion of all Speaker Strobes may be synchronized when used in conjunction with the Sync Modules, Power Supplies or other manufacturers panels incorporating the Wheelock Patented Sync Protocol.
   Synchronized strobes offer an easy way to comply with ADA recommendations concerning photosensitive epilepsy.
6. Speaker Strobes are UL Listed for indoor use under Standard 1971 (Signaling Devices for the Hearing-Impaired) and Standard 1480 (Speaker Appliances). All inputs employ IN/OUT wiring terminals for fast installation using #12 to #18 AWG wiring.
7. The speakers shall be UL Listed under UL 1480 for Fire Protective Service and speakers equipped with strobes shall be listed under UL 1971 for Emergency Devices for the Hearing-Impaired. In addition, the strobes shall be certified to meet the requirements of FCC Part 15, Class A.
8. All models shall have listed sound output of up to 87 dB at 10 feet and a listed frequency response of 400 to 4000 Hz. The speaker shall also incorporate a sealed back construction.
9. The speaker and speaker strobe appliances shall be designed for indoor flush mounting. The speaker and speaker strobe shall incorporate a speaker mounting plate with a snap-on grille cover with no visible screws for a level, aesthetic finish and shall mount to standard electrical hardware. The finish of the Speakers and Speaker Strobes shall be red. All speaker and speaker strobe appliances shall be backward compatible.
10. When synchronization is required, the strobe portion of the appliance shall be compatible with sync modules or the Power Supplies with built-in Patented Sync Protocol. The strobes shall not drift out of synchronization at
    any time during operation. If the sync module or Power Supply fails to operate, (i.e., contacts remain closed), the strobe shall revert to a non-synchronized flash rate.

M. Weatherproof Speaker

1. System Sensor Weatherproof notification appliances shall be UL listed for outdoor use. The appliances shall be available for optional wall mounting or ceiling mounting to weatherproof backboxes using either exposed conduit, concealed conduit, or semi-flush mounting to a recessed electrical box in walls or ceilings using Wheelock mounting accessories.
2. Wall-mount outdoor speakers can be used indoors or outdoors in wet or dry applications, and can provide reliable operation from −40°F to 151°F. These speakers provide a broad frequency response range, low harmonic distortion and maintain a high sound pressure level at all tap settings to provide accurate and intelligible broadcast of evacuation messages.
3. Field-selectable settings, including candela, speaker voltage and power settings, and automatic selection of 12- or 24-volt operation enable installers to easily adapt devices to meet requirements.
4. Weatherproof audibles shall be System sensor models or approved equals. The speaker devices shall be able to produce a continuous output or a temporal code-3

output that can be synchronized.

5. Speaker shall be listed to Underwriters Laboratories Standard S4048 for outdoor fire protective signaling systems. Speaker shall have a frequency range of 400 to 4,000 Hz and shall have an operating temperature from –40°F to 150.8°F. Speaker shall have power taps and wattage settings that are selected by rotary switches. The speaker must be installed with its weatherproof back box in order to remain outdoor approved per UL listing S4048. The speaker shall be suitable for use in air handling spaces and wet environments.

N. Battery
   1. The battery shall have sufficient capacity to power the fire alarm system for no less than twenty-four hours plus 15 minutes of alarm upon a normal AC power failure.
   2. The batteries are to be completely maintenance free. No liquids are required. Fluid level checks for refilling, spills, and leakage shall not be required.
   3. If necessary, to meet standby requirements, external battery and charger systems may be used.

PART 3 EXECUTION

3.1 COORDINATION

A. Refer to the electrical and mechanical drawings and specifications to determine quantities and location of devices and required scope of work and coordinate work with mechanical and electrical installers. Provide function described under mechanical section Sequence of Control, for fire and/or emergency conditions. Submit proposed interconnection to elevator supplier. Submit conduit and pathing requirements to electrical installer. For self-contained door release, coordinate with door supplier.

3.2 GENERAL

A. Comply with all applicable paragraphs in Section 26 05 00: Common Work Results for Electrical, apply as though repeated herein

B. Install system(s) in accordance with manufacturer's instructions.

C. Include services of certified technicians to supervise installation, provide adjustments, provide final connections, system testing and system training to Owner Representative

3.3 INSTALLATION

The complete system shall be installed by one (1) contractor and the installing contractor must be a certified dealer of the specified system. No subcontractors, to the awarded proposing contractor, will be allowed to install any portion of this system Including, but not limited to:

1. Wiring
2. Field device installation
3. System programming
4. FACP installation
5. Remote power supply installation

A. The installing contractor shall install the network fire alarm system in as instructed by the manufacturer’s instructions.

B. Installation shall be in accordance with the CEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the major equipment manufacturer.

C. All conduit, junction boxes, conduit supports, and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage.

D. All fire detection and alarm system devices, control panels shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.

E. Manual fire alarm boxes shall be suitable for surface mounting or semi-flush mounting as shown on the plans and shall be installed not less than 42 inches (1067 mm), nor more than 48 inches (122 mm) above the finished floor.

F. The fire alarm control panel shall be connected to a separate dedicated branch circuit, maximum 20 amperes. This circuit shall be labeled at the main power distribution panel as FIRE ALARM. Fire alarm control panel primary power wiring shall be 12 AWG. The control panel cabinet shall be grounded securely to either a cold-water pipe or grounding rod. The control panel enclosure shall feature a quick removal chassis to facilitate rapid replacement of the FACP electronics.

G. Cable Shielding (for voice evacuation):

a) Cable shielding shall be connected to common ground at the main communications system terminal board and shall be free from ground at any other point within the system. Cable shields shall be terminated in same manner as conductors.

H. Underground cables

a) Any cable/wire pulled through manholes or pull boxes located below grade shall be continuous with no splices. The cable/wire shall be intact with no cuts in the protective outer jacket.

b) Shall be approved for use in underground applications

I. Fire/Smoke Damper Control

a) Contractor shall install and program fire alarm system input and output modules as required to effectively accomplish shutdown the closure of fire/smoke dampers/ HVAC units as indicated and/or required by the Mechanical system.

J. Elevator Control

a) Contractor shall install and program fire alarm system input and output modules as required per NFPA 72 to effectively accomplish the following elevator control functions:

b)

1. Designated Level Elevator Recall

2. Alternate Level Elevator Recall

3. Elevator Power Shunt Trip

4. Back-up Battery Disconnect

3.4 GROUNDING

A. All equipment to be grounded by means of green ground wire to "U" contact of duplex receptacles and bonded to ground provided under 26 05 26: Grounding and Bonding of Electrical Systems.

3.5 INSPECTION

A. Systems to meet all the requirements of the CSFM and IOR and AHJ and shall be approved thereby before installation and prior to final acceptance.

B. Closeouts:
   1. It is the intent of these specifications and of the architect/engineer that a continued program of system maintenance be continued by the owner in compliance with NFPA Standard 72H. It is mandatory that the installing contractor provide such services and make available these services to the owner upon completion of the project.
   2. As part of the closeout documents, fire alarm contractor will provide owner with AutoCAD as built drawings indicating locations of devices, routing of wiring, and panel information. All room numbers indicated on final close out documents and all panel settings shall be listed by actual building room numbers and not by room number indicated on construction documents. CAD files shall be AutoCAD 2004 or later. Provide the owner with one Mylar plot of each drawing and two blue line prints of each drawing. Provide the owner with electronic versions of the as-built CD’s.
   3. Locate next to building FACP and other fire alarm panels.
   4. A building graphic shall be provided mounted in aluminum-extruded frame with plexi-glass front. Graphic shall locate all fire alarm devices, power supplies, and FACP.
   5. State FML-005 certificate shall also be framed and mounted near the fire alarm panel. Fire alarm panel shall have white FM required installation sticker attached to it.

C. Graphic shall include actual room numbers posted as part of the building graphics package, include as part of substantial completion requirement

3.6 LOCATION

A. Before installation, verify exact location of control equipment and outlets. The Owner reserves the right to relocate system components within a radius of 10' at no increase in cost before rough-in work is started for the respective component.

3.7 WIRING

A. All fire alarm wiring shall be new.

B. Furnish all conductors, equipment, terminal strips, etc., and labor to install a complete and operable system. All cable conductors shall be color coded and numbered for identification at all terminals. Green shall be for grounding conductor only. Use red insulation and or red jacketing on all fire alarm cable.

C. All wiring shall be in accordance with NFPA 72, the National Electrical Code, Local Codes, and article 760 of NFPA Standard 70. All wiring sizes shall conform to recommendations of the equipment manufacturer, and as indicated on the engineered shop drawings.

D. All wire shall be U.L. Listed FPL for limited energy (300V) and fire alarm applications and shall be installed in conduit. Limited energy FPLP or MPP wire may be run open in return air ceiling plenums provided such wire is U.L. Listed for such applications and is of the low smoke producing fluorocarbon type and complies with NEC Article 760 if so, approved by the local authority having jurisdiction.

E. No A.C. wiring or any other wiring shall be run in the same conduit as fire alarm wiring.

F. Wiring used for the multiplex communication circuit (SLC) shall be twisted and support a minimum wiring distance of 10,000 feet when sized at 12 AWG. The design of the system shall permit use of IDC and NAC wiring in the same conduit with the SLC communication circuit. Shielded wire shall not be required.

G. The fire alarm control panel shall be capable of T-tapping NFPA Style 4 (Class B) Signaling Line Circuits (SLCs). Systems which do not allow or have restrictions in, for example, the number of T-taps, length of T-taps etc., is not acceptable.

H. Contractor shall provide a service loop located above each device installed on the entire project. The service loop shall be a minimum of 5’.

I. Contractor shall provide a service loop located above each type of panel installed. The service loop shall be a minimum of 10’, but shall have enough length to allow for the panel to be relocated to any wall within the room that panel is located in.

J. All service loops shall be installed in the accessible ceiling that is nearest to each device and panel. No service loops shall be installed in open spaces or non-accessible spaces

3.8 TERMINAL BOXES, JUNCTION BOXES AND CABINETS:

A. All boxes and cabinets shall be UL listed for their use and purpose.

3.9 CONDUIT / RACEWAY:

A. All wire shall be installed in an approved conduit/raceway system (except where permitted by CEC and the local authority having jurisdiction). Maximum conduit "fill" shall not exceed 40% per CEC.

B. Conduit and raceway system shall be installed as specified under the general electrical section of the specifications, and per CEC, local, and state requirements.

C. Minimum conduit size shall be 3/4" (19.1 mm). Install conduit per engineered shop drawings.

D. Systems utilizing open wiring techniques with low smoke plenum cable shall provide conduit in all inaccessible locations, inside concealed walls, all mechanical/electrical rooms, or other areas where wiring might be exposed or subject to damage.

E. All vertical wiring and all main trunk/riser wiring shall be installed in a complete raceway/conduit system. All riser boxes shall be adequately sized for the number of conductors traversing the respective box as well as the number of terminations required.

F. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per CEC Article 760-29.

G. Wiring for 24-volt DC control, alarm notification, emergency communication and similar

power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.

H. Conduit shall not enter the fire alarm control panel or any other remotely mounted control panel equipment or back boxes, except where conduit entry is specified by the FACP manufacturer.

I. All wiring associated with smoke control system shall be installed in conduit per current adopted codes regardless of voltages or ratings.

3.10 TESTING

A. After all equipment specified herein for each system has been installed and is in operating condition, conduct performance tests to determine if the installation and components comply with these specifications. Furnish competent personnel, all test material and approved test instruments and conduct the tests under supervision of factory personnel, in the presence of the Engineer, the building and fire inspecting agencies:
   1. The contractor's job foreman, in the presence of a representative of the manufacturer, a representative of the owner, and the fire department shall operate every installed device to verify proper operation and correct annunciation at the control panel.
   2. At least on half of all tests shall be performed on battery standby power.
   3. Where application of heat would destroy any detector, it may be manually activated.
   4. The signaling line circuits and notification appliance circuits shall be opened in at least two (2) locations to verify the presence of supervision.
   5. When the testing has been completed to the satisfaction of the contractor representative IOR, representatives of the manufacturer and owner, a notarized letter co-signed by each attesting to the satisfactory completion of said testing shall be forwarded to the owner and the authority having jurisdiction.
   6. The contractor shall leave the fire alarm system in proper working order, and, without additional expense to the owner, shall replace any defective materials or equipment provided by him under this contract within two years from the date of final acceptance by the awarding authority.
   7. The local responding fire department must be notified prior to the final test in accordance with local requirements and when requested, participate in system testing and evaluation.

3.11 SYSTEM START-UP

1. A. All start-up programming and system commissioning shall be performed by Corporation trained and certified technician.

3.12 SYSTEM VERIFICATION

1. Subsequent to system start-up the system installer shall perform a 100% pre-test to verify that the following features are functioning properly.
2. All notification appliances
3. All initiation devices
4. All control modules
5. All monitor modules
6. Communication link to monitoring service
7. Operation of fire alarm system functions while system is operating under either normal or standby power.
8. HVAC Control (If applicable)
9. Back-up battery capacity and charging

10. Fire suppression system valve monitoring (If applicable)

3.13 ACCEPTANCE TESTING

1. The system installer shall, in the presence of the Inspector of Record (IOR), perform 100% testing as noted in System Verification above.

3.14 IN SERVICE TRAINING

1. The Contractor shall instruct personnel designated by the Owner in the proper use, basic care and maintenance of the system. Contractor shall provide up to eight hours of in-service training with this system.

3.15 FACTORY TRAINING AND CERTIFICATION

1. The Contractor shall arrange to provide factory certified training to two (2) fire alarm technicians employed by the school district. These technicians shall be trained and certified as manufacturers certified technicians capable of performing any work on the system after the installation of the system.

2. All cost for training including travel, lodging, meals and per diem shall be included in the Fire Alarm Contractor’s bid for this project.

3.16 CONTRACT CLOSE-OUT DOCUMENTATION

A. Contractor shall provide the following:
   1. One reproducible hard copy of project record drawings.
   2. One copy of manufacturer’s maintenance and operation manuals.
   3. One copy of Contractor’s system warranty
   4. One copy of Manufacturer’s warranty
   5. One copy of the NFPA 72 Record of Completion

3.17 SYSTEM WARRENTY

1. The Contractor shall warrant the equipment to be new and free from defects in material and workmanship, and will, within one year from the date of installation, repair or replace any equipment found to be defective.
2. This warranty shall not apply to any equipment that has been subject to misuse, abuse, negligence or unauthorized modification.

3. Equipment provided shall be complete with 5-year manufacturer’s product warranty on Fire Alarm Control Panel.

4. This warranty shall not apply to any equipment that has been subject to misuse, abuse, negligence or unauthorized modification.

5. Manufacturer’s warranty shall be provided with system submittal.

3.18 MANUFACTURER’S FIELD SERVICES

1. The Corporation Authorized Distributor shall, at the owner's request, make available a

service contract offering continuing factory authorized service of this system upon expiration of the initial warranty period.

2. The system manufacturer shall maintain engineering and service departments capable of rendering advice regarding installation and final adjustment of the system.

3.19 PROTECTION

1. Protect the work of this section until Substantial Completion.

3.20 CLEAN-UP

1. Contractor shall be responsible for the removal and the legal disposal of their own rubbish, debris and waste material from the project site.

3.21 WALK TEST

A. Notify Owner, Architect and Engineer when system is 100 percent operational. Schedule walk-through of the entire facility and verify that each initiating and each indicating device is operating properly.

B. Provide report at conclusion of walk through certifying all fire alarm devices are working.

C. Walk test shall include a representative from owner maintenance department.

D. Walk test to show in a printed report all AHU shutdown, strobes/horns, heat and smoke detectors. Report shall list all devices by approximate location to rooms, and device number.

3.22 SOFTWARE

A. Installer shall provide a backup copy of the installed program database (on CD) upon completion of the project. They shall also provide the current version of system software, for the panel provided, on CD.

3.23 REPORT

A. Prepare written report of final test results, signed by witnessing parties. Submit to the Engineer in triplicate for final approval.

END OF SECTION 28 31 00

SECTION 08 31 13 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Access doors in gypsum board, masonry partitions, and plaster/stucco soffits, where shown or required.

1.3 SUBMITTALS

A. Product Data:
   1. Manufacturer's literature, including schedules, charts, and illustrations to indicate the performance, fabrication, procedures, product variations, and accessories.
   2. Manufacturer's installation instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers listed whose products meet or exceed the specifications are approved for use on the Project. Other manufacturers must have a minimum of five (5) years experience manufacturing access doors meeting or exceeding the specifications and comply with Division 01 requirements regarding substitutions in order to be considered.
   1. The Bilco Company, New Haven, CT.
   2. Acudor Products, Inc., Cedar Grove, NJ.
   3. Babcock-Davis (Cierra Products), Canoga, CA.
   4. Bar-co, Alfab, Inc., Enterprise, AL.
   5. J. L. Industries, Incorporated, Bloomington, MN.
   6. Karp Associates, Inc., Maspeth, NY.
   7. Larsen's Manufacturing Company, Minneapolis, MN.
   8. Milcor LP, Holland, OH.
   9. Nystrom Building Products Co. Inc., Minneapolis, MN.
   10. The Williams Brothers Corporation of America, Reno, NV.

B. Specifications are based on products of Babcock-Davis, Canoga, CA; (888) 412-3726.

2.2 PRODUCTS

A. General: The following access panel types are for selection as required whether or not indicated on drawings. The contractor shall evaluate the specific requirements and provide the appropriate system based on the condition, as all types may not be required on the project. The inclusion of any of the listed access panel types does not necessarily imply that the condition exists in the scope of work.

B. Standard type flush steel door for exterior masonry construction:
   1. Size: 2 feet-0 inches x 2 feet-0 inches unless otherwise noted in drawings or specifications.
   2. Hinges: Stainless steel concealed continuous piano type hinges.
   3. Frames: 6063-T5 extruded aluminum frame. Mill finish

4. Doors: 20 gauge galvanized steel. Phosphate dipped and prime coated for field painting per Section 09900.
5. Latch and Lock: Two (2) dual acting handles with exterior lock.
6. Gasketing: Extruded santoprene
7. Insulation: 2 inch thick fiberglass
8. Approved Product: Model “B-XT”, or Architect approved equal.

C. Standard type flush steel door for wallboard and masonry construction:
1. Size: 2 feet-0 inches x 2 feet-0 inches unless otherwise noted in drawings or specifications.
   a. Provide 12 inch x 12 inch access panels at all motorized overhead coiling doors, grilles, and coiling counter doors that are located within non-removable ceilings for access to motors for repairs and maintenance of electric operators.
2. Hinges: Concealed continuous piano type hinges.
3. Finish: Phosphate dipped and prime coated for field painting per Section 09 90 00.
4. Frames: 16 gauge galvanized steel with 22 gauge galvanized wallboard corner bead
5. Doors: 14 gauge galvanized steel.
6. Lock: Flush screw driver operated cam.
7. Approved Product: Model “B-NW”, or Architect approved equal.

D. Standard type flush stainless steel door for ceramic tile and exposed masonry construction:
1. Size: 8 inch x 8 inch unless otherwise noted in drawings or specifications.
2. Hinges: Concealed spring button.
3. Finish: #4 satin polish.
4. Frames: 16 gauge type 304 stainless steel with 1 inch exposed flange.
5. Doors: 16 gauge type 304 stainless steel.
6. Lock: Key operated cam latch
7. Approved Product: Model “BNT”, or Architect approved equal.

E. Standard type flush steel door for plaster/stucco soffit construction:
1. Size: As shown on the drawings.
2. Hinges: Concealed continuous piano type hinges.
3. Finish: Phosphate dipped and prime coated for field painting per Section 09 90 00.
4. Frames: 16 gauge galvanized steel with 22 gauge galvanized plaster casing bead
5. Doors: 14 gauge galvanized steel.
6. Lock: Flush screw driver operated cam.
7. Approved Product: Model “B-NP”, or Architect approved equal.

F. Insulated access panel for valve box in exterior brick wall:
1. Size: 12 inches x 12 inches, or as required for application.
2. Door: 0.060 6063-T5 extruded aluminum.
3. Frame: 0.060 6063-T5 extruded aluminum.
4. Hinge: Stainless steel concealed piano hinge.
5. Latch: Hex head cam latch operable with standard allen wrench.
6. Flange: 0.080 6063-T5 extruded aluminum.
7. Finish: Paint grip.
8. Insulation: Two (2) inch thick fiberglass.
9. Gasket: Extruded Sanoprene.
10. Approved Product: Model “B-XT”, or Architect approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

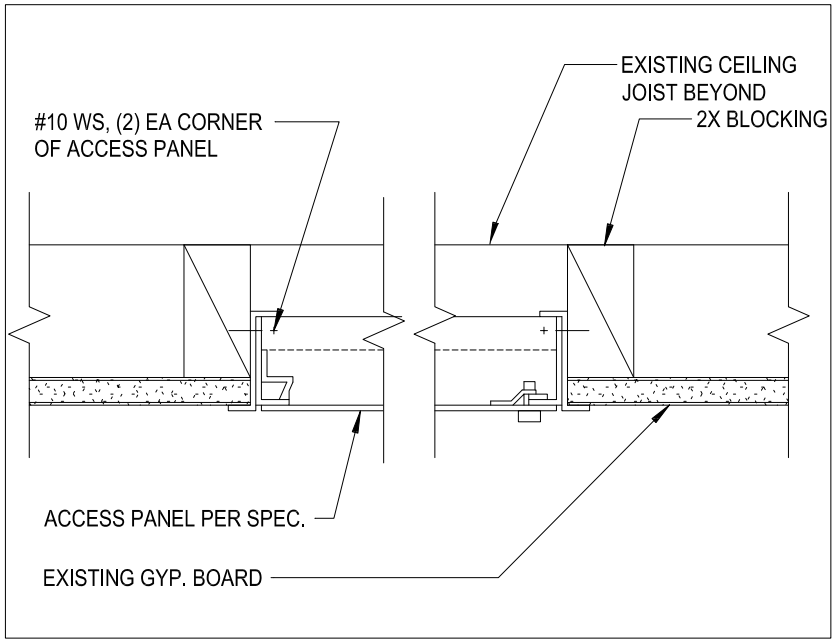
A. Locate and provide panels to the trade that is constructing the material being penetrated.

B. Contractor's base bid to include providing of ten (10) hard lid access hatches and field verification of required locations.

3.2 LOCATIONS

A. Provide where required by code and where needed to service and maintain equipment.

B. If not shown on the drawings, consult the Architect before locating in finished spaces.



END OF SECTION 08 31 13

FIRE ALARM SYMBOLS AND ABBREVIATIONS

FA0.00

FOR BLUEBEAM LABELING OCR:

0"

1"

DEVICE SCHEDULE

SYMBOL	DESCRIPTION	MODEL	MANUFACTURER	BACKBOX	MOUNTING HEIGHT	C.S.F.M. NUMBER
FACP	NEW FIRE ALARM VOICE EVAC CONTROL PANEL WITH MICROPHONE	E3	GAMEWELL-FCI		---	7165-1703:0125
FAPS	FIRE ALARM POWER SUPPLY	HPFPS6B	GAMEWELL-FCI	N/A	---	7315-1637:0505
S/P	AREA SMOKE DETECTOR (PHOTOELECTRIC)	ASD-PL3 B300-6	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING	CEILING	7272-1703:0501 7300-1653:0109
CO	CARBON MONOXIDE DETECTOR	MCS-CO3 B200S-WH	GAMEWELL-FCI	4S DEEP BOX W/ STANDARD TRIM BOX	CEILING	5278-1703:0509 7300-1653:0213
I/A / I/C	HEAT DETECTOR	ATD-L3H B300-6	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7270-1703:0502 7300-1653:0109
SM	FIRE ALARM ADDRESSABLE SUPERVISORY MONITOR MODULE	AOM-2SF	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7300-1703:0102
CR	FIRE ALARM ADDRESSABLE CONTROL RELAY MODULE	AOM-2RF	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7300-1703:0102
M	FIRE ALARM ADDRESSABLE MONITOR MODULE	AMM-4F	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7300-1703:0102
	FIRE ALARM WALL MOUNTED STROBE	SCW	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7125-1653:0186
P / P	FIRE ALARM CEILING MOUNTED SPEAKER/STROBE	SPSCWL-P SPSCWL	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7320-1653:0505
WP	FIRE ALARM EXTERIOR WEATHERPROOF SPEAKER	SPRK	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7320-1653:0201
EOL	END OF LINE RESISTOR	N/A	N/A	N/A	N/A	N/A
F	ADDRESSSABLE MANUAL PULL STATION	MS-7AF	GAMEWELL-FCI	4S DEEP BOX 3-0 RING		7150-1703:0170
BD R RTS	SINGLE ENDED REFLECTED TYPE BEAM SMOKE SENSOR WITH REMOTE TEST STATION	OSI-RI-GW W/ 6500-MMK W/ RTS151KEY	GAMEWELL-FCI	4S DEEP BOX W/ 4S EXTENSION		7260-1703:0506 7300-1653:0218 7300-1653:0212
P / P	FIRE ALARM WALL MOUNTED SPEAKER/STROBE	SPSRL -P SPSRL	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7320-1653:0505
AMP	TRANSPONDER VOICE GATEWAY FIRE ALARM AMPLIFIER	INI-VGX AM 50-70	GAMEWELL-FCI	N/A	---	7165-1703:0125

LEGENDS

ABBREVIATION	DESCRIPTION
A OR AMP	AMPERES
AFF	ABOVE FINISHED FLOOR
AIC	AMPERES INTERRUPTING CAPACITY
ARCH.	ARCHITECT; ARCHITECTURAL
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CKT	CIRCUIT
CL	CEILING MOUNTED DEVICE
C.O.	CONDUIT ONLY WITH PULL WIRE
CU	COPPER
DWG	DRAWING
ER	EXISTING DEVICE TO BE REMOVED
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
EXIST / (E)	EXISTING
FIN.	FINISH
FLR	FLOOR
FT	FEET
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
LTG.	LIGHTING
MTG	MOUNTING
N	NEW
FS	FLOW SWITCH
JB	JUNCTION BOX
PIV	POST INDICATOR VALVE
TS	TEMPER SWITCH
	PULL BOX (WEATHERPROOF)
##	RISER UP AND DOWN
FSD	COMBINATION SMOKE FIRE DAMPER

ABBREVIATION	DESCRIPTION
NIC	NOT IN CONTRACT
NO.	NUMBER
PH. OR Ø	PHASE
PNL	PANEL
PWR	POWER
REC/RECEPT	RECEPTACLE
REQ'D	REQUIRED
RM	ROOM
SF	SQUARE FEET
SHT	SHEET
SP	SINGLE POLE
SPECS	SPECIFICATIONS
SW	SWITCH
TYP	TYPICAL
UG	UNDERGROUND
U.O.N.	UNLESS OTHERWISE NOTED
V	VOLTS
V-A	VOLT-AMPERES
W	WATTS
W/	WITH
W/O	WITHOUT
WP	WEATHERPROOF
NEC	NATIONAL ELECTRICAL CODE

DRAWING INDEX

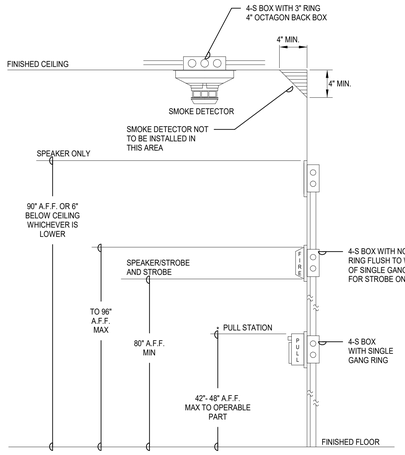
SHEET	DESCRIPTION
FA0.00	FIRE ALARM SYMBOLS AND ABBREVIATIONS
FA0.01	FIRE ALARM SITE PLAN
FA1.00	FIRE ALARM BUILDING A & E FLOOR PLANS
FA1.02	FIRE ALARM BUILDING B & C FLOOR PLANS
FA1.03	FIRE ALARM BUILDING F FLOOR PLANS
FA5.01	FIRE ALARM RISER DIAGRAM, BATTERY AND VOLTAGE DROP CALCULATIONS
FA6.01	FIRE ALARM DETAILS

TOTAL PAGES: 7

GENERAL NOTES

1. APPLICABLE STANDARD 2016, NFPA 72, as adopted and amended in CBC Chapter 35
2. INSTALLATION OF THE SYSTEMS SHALL NOT BE STARTED UNTIL DETAILED DESIGN DOCUMENTS AND SPECIFICATION, INCLUDING STATE FIRE MARSHAL LISTING NUMBERS FOR EACH COMPONENT OF THE SYSTEM, HAS BEEN APPROVED BY DSA.
3. UPON COMPLETION OF SYSTEM INSTALLATION, A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF A DSA PROJECT INSPECTOR.
4. A STAMPED SET OF APPROVED FIRE ALARM DESIGN DOCUMENTS SHALL BE ON THE JOB SITE AND USED FOR INSTALLATION.
5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE CODE OR RECOGNIZED STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF DSA AND THE ARCHITECT/ENGINEER OF THE PROJECT.
6. DSA, ARCHITECT/ENGINEER AND OWNER SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE FINAL INSPECTION AND /OR TESTING.
7. ALL PENETRATIONS THROUGH RATED ASSEMBLIES REQUIRING OPENING PROTECTION SHALL BE PROVIDED WITH A PENETRATION FIRE STOP SYSTEM AS IDENTIFIED IN CBC CHAPTER 7, UL OR OTHER APPROVED LAB TESTING CRITERIA. APPROVED TYPES OF MATERIALS SHALL BE IDENTIFIED WITHIN THE PROJECT SPECIFICATIONS WITHIN THE FIRE ALARM SECTION.
8. WALL MOUNTED VISIBLE NOTIFICATION DEVICES SHALL HAVE THEIR BOTTOMS MOUNTED AT 80" MINIMUM AND 96" MAXIMUM FROM FINISHED FLOOR.
9. WALL MOUNTED AUDIBLE NOTIFICATION DEVICES SHALL HAVE THEIR TOPS MOUNTED AT 90" MINIMUM AND 100" MAXIMUM FROM FINISHED FLOOR AND NO CLOSER THEN 6" TO A HORIZONTAL STRUCTURE.
10. AUDIBLE DEVICES SHALL PROVIDE A SOUND PRESSURE LEVEL OF 15 DECIBELS (dBA) ABOVE THE AVERAGE AMBIENT SOUND LEVEL OR FIVE dBA ABOVE THE MAXIMUM SOUND LEVEL HAVING A DURATION OF AT LEAST 60 SECONDS, WHICHEVER IS GREATER, IN EVERY OCCUPIABLE SPACE WITHIN THE BUILDING.
11. AUDIBLE DEVICES SHALL BE SYNCHRONIZED TEMPORAL CODE 3 PATTERN.
12. THE CONTRACTOR SHALL ADJUST/INSTALL ALL DEVICES TO MAXIMIZE PERFORMANCE AND TO MINIMIZE FALSE ALARMS.
13. VISIBLE DEVICES SHOULD NOT EXCEED TWO FLASHES PER SECOND AND SHOULD NOT BE SLOWER THAN ONE FLASH EVERY SECOND. THE DEVICE SHALL HAVE A PULSING LIGHT SOURCE NOT LESS THAN 15 CANDELLA. VISIBLE DEVICES WITHIN 55' FROM EACH OTHER SHALL BE SYNCHRONIZED.
14. UNDERGROUND AND EXTERIOR CONDUITS TO HAVE WATER TIGHT FITTINGS AND WIRE TO BE APPROVED FOR WET LOCATIONS.
15. ALL FIRE ALARM WIRING SHALL BE FPLOR FPLP (FIRE POWER LIMITED OR FIRE POWER LIMITED PLENUM) AS REQUIRED FOR APPLICATION. WIRING IN CONDUIT ABOVE GROUND MAY BE TYPE THWN OR THWN.
16. PER CEC STANDARDS, ALL WIRING IS TO BE PULLED THROUGH EACH JUNCTION BOX AND CONNECTED DIRECTLY TO EACH FIRE DEVICE. DO NOT SPLICE THE WIRE. ALL BOXES TO BE SIZED PER CEC.
17. SMOKE DETECTORS SHALL NOT BE ANY CLOSER THAN 1' FROM FIRE SPRINKLERS OR 3' FROM ANY SUPPLY DIFFUSER. IN AREA OF CONSTRUCTION OR POSSIBLE DAMAGE/CONTAMINATION ON NEWLY INSTALLED FIRE ALARM, DEVICES SHALL BE COVERED UNTIL THAT AREA IS READY TO BE TURNED OVER TO THE OWNER.
18. ALL FIRE ALARM CIRCUITS SHALL BE IN CONDUIT, SURFACE RACEWAY OR OPEN RUN ABOVE CEILINGS, UNDER FLOORS AND IN WALLS IN A NEAT AND PROTECTED MANOR AS INDICATED ON DESIGN DOCUMENTS.
19. EXPOSED CIRCUITS ARE ONLY PERMITTED WHEN NOTED AS EXPOSED ON DESIGN DOCUMENTS.
20. FIRE ALARM PANEL, REMOTES, AND COMPONENTS SHALL BE SECURED TO MOUNTING SURFACES PER MANUFACTURERS SPECIFICATIONS. NO SINGLE DEVICE SHALL EXCEED 20 LBS. WITHOUT SPECIAL MOUNTING DETAILS.
21. A DEDICATED BRANCH CIRCUIT SHALL BE PROVIDED FOR FIRE ALARM EQUIPMENT. THIS CIRCUIT SHALL BE ENERGIZED FROM THE COMMON USE AREA PANEL AND SHALL HAVE NO OTHER OUTLETS. THE BREAKER SHALL HAVE A RED LOCKING DEVICE TO BLOCK THE HANDLE IN THE "ON" POSITION. THE CIRCUIT BREAKER SHALL BE LABELED "FIRE ALARM CIRCUIT CONTROL." CIRCUIT ID TO BE LABELED AT FIRE PANEL/EXTENDERS.
22. THE INSTALLING CONTRACTOR SHALL PROVIDE A COMPLETED "SYSTEM RECORD OF COMPLETION" PER NFPA 72, FIGURE 7.8.2.
23. FIRE ALARM CONTROL PANELS AND REMOTE ANNUNCIATORS SHALL BE INSTALLED WITH THEIR BOTTOMS MOUNTED AT 48" ABOVE THE FINISHED FLOOR.
24. MICROPHONES ASSOCIATED WITH EMERGENCY VOICE ALARM COMMUNICATION SYSTEMS (EVAC) SHALL BE ACCESSIBLE FOR USE, INSTALLED IN COMPLIANCE WITH CBC SECTIONS 11B-305 AND 11B-308.
25. THE INSTALLING CONTRACTOR SHALL PROVIDE SYSTEM PROGRAMMING FOR SUPERVISORY MONITORING PER CBC SECTION 901.6.2.
26. SUPERVISORY MONITORING SHALL BE TESTED AND VERIFIED AS SENDING CORRECT SIGNALS IN CONJUNCTION WITH FINAL ACCEPTANCE TEST.
27. OWNER SHALL BE RESPONSIBLE FOR ESTABLISHING A FIRE SYSTEM MONITORING CONTRACT OR PROVISIONS.
28. ALL CARBON MONOXIDE SIGNALS SHALL SOUND A FOUR-PULSE TEMPORAL PATTERN PER NFPA 720, 5.8.6.5.1.
29. ALL EQUIPMENT SHALL BE U.L. AND C.S.F.M. LISTED.
30. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS TO AREAS THAT REQUIRE ACCESS FOR ATTIC HEAT DETECTOR, SERVICING, TROUBLESHOOTING, ETC.
31. DO NOT DEVIATE FROM CONDUIT RUNS AS SHOWN ON FLOOR PLANS WITHOUT PRIOR APPROVAL FROM SYSTEM SUPPLIER. FACTORS SUCH AS EXCESSIVE VOLTAGE DROP, ADDITIONAL PARTS, ENGINEERING, ETC., THAT ARE A RESULT OF CONDUIT RUN DEVIATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
32. ALL FAN SHUTDOWN FUNCTIONS, DAMPER CLOSURES, AND ASSOCIATED MECHANICAL SYSTEM FIRE ALARM INTERFACE SHALL BE BY MECHANICAL CONTRACTOR.
33. ALL DUCT SMOKE DETECTORS SHALL BE MOUNTED BY THE MECHANICAL CONTRACTOR. DUCT SMOKE DETECTORS EXPOSED TO THE WEATHER SHALL BE WEATHER PROTECTED BY THE MECHANICAL CONTRACTOR. ALL AIR VELOCITY TESTING SHALL BE PERFORMED BY THE MECHANICAL CONTRACTOR.
34. ALL 120VAC POWER REQUIREMENTS FOR THE FIRE ALARM SYSTEM SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR AND SHALL MEET ALL REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
35. ALL FIRE ALARM DEVICE BACKBOXES, FIRE ALARM TERMINAL CABINETS, GUTTERS, JUNCTION BOXES, AND ASSOCIATED CONDUITS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED. REFER TO FIRE ALARM SYMBOL LIST AND/OR MOUNTING DETAILS FOR ADDITIONAL INFORMATION. SYSTEM SUPPLIER PROVIDED BACKBOXES SHALL BE INSTALLED BY ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED.
36. SMOKE DETECTOR TESTING SHALL BE ACCOMPLISHED PER THE MANUFACTURER'S INSTRUCTIONS.
37. ALL WIRING, INITIATING DEVICES AND ANNUNCIATOR PANEL SHALL BE SUPERVISED TO THE PRINCIPAL POINT OF ANNUNCIATION. THE FIRE ALARM CONTROL PANEL TO SUPERVISE THE ANNUNCIATOR PANEL, ALL INITIATING AND INDICATING DEVICE CIRCUITS.
38. ALL WIRING SHALL BE CUT FOR IN AND OUT. WIRING SHALL NOT BE LOOPED THROUGH DEVICES.
39. POINT, COMMON ANNUNCIATION, AND T-TAPPING ARE PROHIBITED.
40. PROVIDE 3/4" CONDUIT FROM FIRE ALARM CONTROL PANEL TO TELEPHONE BACKBOARD FOR OWNER PROVIDED CENTRAL STATION MONITORING.
41. ALL CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED.
42. ALL FLOW SWITCHES SHALL BE 2 WIRE WITH NON-ELECTRONIC RETARD TYPE SIMILAR TO THE SYSTEM SENSOR MODEL "WFD SERIES" ONLY.
43. ALL DEVICES IN THE ALARM SYSTEM SHALL BE COMPATIBLE AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
44. FIRE ALARM SYSTEM SHALL BE UL LISTED (UUJS).
45. CBC 907.6.5.3 (SFM AMENDMENT) REQUIRES FIRE ALARM TO... "TRANSMIT THE ALARM, SUPERVISORY AND TROUBLE SIGNALS TO AN APPROVED SUPERVISORY STATION IN ACCORDANCE WITH NFPA 72. THE SUPERVISORY STATION SHALL BE LISTED AS EITHER UUFX (CENTRAL STATION) OR UUJS (REMOTE AND PROPRIETARY) BY THE UNDERWRITERS LABORATORY INC. (UL) OR OTHER APPROVED LISTING AND TESTING LABORATORY OR SHALL COMPLY WITH THE REQUIREMENTS OF STANDARD, FM 3011)."
46. SUBSTITUTION OF SYSTEM COMPONENTS OR MANUFACTURER WILL REQUIRE THE CONTRACTOR TO SEPARATELY OBTAIN APPROVAL WITH THE DSA AT CONTRACTOR'S EXPENSE AND SHALL MEET ALL REQUIREMENTS OF THE SYSTEM AS DESIGNED AND PRE-APPROVED. ALL PROPOSED SUBSTITUTIONS SHALL BE LISTED WITH THE CALIFORNIA STATE FIRE MARSHAL.
47. FINAL ACCEPTANCE TEST TO INCLUDE TESTING THE CONNECTION BETWEEN THE FIRE ALARM PANEL AND THE SUPERVISING STATION.
47. COORDINATE WITH THE ENGINEER FOR USE OF EXISTING CONDUIT ON A CASE BY CASE BASIS.
48. PRIOR TO DEMOLITION, CONTRACTOR SHALL TEST THE INTERCOM SYSTEM TO ENSURE FULL FUNCTIONALITY. GENERATE A LIST OF FAULTY EQUIPMENT AND PROVIDE TO THE OWNER AND THE ARCHITECT. PROVIDE PRICING FOR ANY REQUIRED EQUIPMENT REPAIRS OR REPLACEMENT.
49. CONTRACTOR SHALL DISCONNECT EXISTING FIRE ALARM SYSTEM FROM THE EXISTING INTERCOM SYSTEM. ENSURE THE INTERCOM SYSTEM IS COMPLETELY FUNCTIONAL AFTER DISCONNECTION.
50. CONTRACTOR SHALL CLEARLY MARK THE ABANDON SECTION OF PUBLIC ADDRESS SYSTEM.
51. PROVIDE A FIRE ALARM DOCUMENTATION CABINET PER NFPA72.7.7.
52. FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CBC CHAPTER 33 AND CFC CHAPTER 33.
53. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE DSA APPROVED DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATION CHANGE DOCUMENT, OR A SEPERATE SET OF PLANS AND SPECIFICATIONS DETAILING AND SPECIFYING THE REQUIRED REPAIR WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE REPAIR WORK (CAC 4-317(C)).
54. CHANGES TO THE DIVISION OF THE STATE ARCHITECT APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENTS FOR CHANGES TO THE STRUCTURAL, ACCESSIBILITY OR FIRE -SAFETY PORTIONS OF THE PROJECT. CHANGES SHALL BE SUBMITTED TO AND APPROVED BY DSA PRIOR TO COMMENCEMENT OF THE WORK SHOWN THEREON CAC-4-338(C)).
55. PROJECT INSPECTOR TO APPROVE SYSTEM VOICE-EVACUATION INTELLIGIBILITY DURING TESTING PHASE.
56. CONTRACTOR SHALL PROVIDE ALL CABLING, RELAYS, MOUNTING HARDWARE AND ANY OTHER DEVICES (FIRE ALARM SYSTEM DEVICES) TO PROVIDE A FULLY FUNCTIONING FIRE ALARM OVERRIDE SYSTEM. WHEN FIRE ALARM CEASES, EACH LOCAL SOUND SYSTEM SHALL AUTOMATICALLY REVERT TO NORMAL OPERATION. FIRE ALARM MODULES AND CABLING BY FIRE ALARM CONTRACTOR.
57. FOR ALL HEAT DETECTORS THAT ARE LOCATED ABOVE CEILING/ATTIC SPACES, CONTRACTOR SHALL PROVIDE STICKER AND LABEL "HD" AT THE REFLECTED CEILING DIRECTLY BELOW THE DEVICE TO INDICATE LOCATION.
58. NOTIFICATION APPLIANCES USED FOR SIGNALING OTHER THAN FIRE SHALL NOT HAVE THE WORD "FIRE" OR ANY FIRE SYMBOL, IN ANY FORM (I.E., STAMPED, IMPRINTED, ETC.) ON THE APPLIANCE VISIBLE TO THE PUBLIC. NOTIFICATION APPLIANCES WITH MULTIPLE VISIBLE ELEMENTS SHALL BE PERMITTED TO HAVE FIRE MARKING ONLY ON THOSE VISIBLE ELEMENTS USED FOR FIRE SIGNALING. PER NFPA 72, 18.3.3.2/ NFPA 720, 6.3.3.2/ IR 9-2, 5.4.4 & 5.4.5.
59. AUTOMATIC FIRE ALARM SYSTEMS SHALL BE MONITORED AND SHALL TRANSMIT THE ALARM, SUPERVISORY AND TROUBLE SIGNALS TO AN APPROVED SUPERVISING STATION IN ACCORDANCE WITH NFPA 72. THE SUPERVISING STATION SHALL BE LISTED AS EITHER UUFX (CENTRAL STATION) OR UUJS (REMOTE & PROPRIETARY) BY THE UNDERWRITERS LABORATORY INC. (UL) OR OTHER APPROVED LISTING AND TESTING LABORATORY OR SHALL COMPLY WITH THE REQUIREMENTS OF FM 3011. TERMINATION OF MONITORING SERVICES SHALL BE IN ACCORDANCE WITH SECTION 907.6.6.2.
60. THE NEW PROJECT SUBMITTAL TO INCLUDE DIRECTION THAT FIRE ALARM SYSTEM RECORD OF COMPLETION AND FIRE ALARM SYSTEM RECORD OF INSPECTION AND TESTING FORM THESE TWO DOCUMENTS FROM NFPA 72 ARE TO BE COMPLETED AND SUBMITTED PRIOR TO CLOSE OUT OF THE PROJECT. A COPY OF COMPLETED AND SIGNED FORM SHALL BE GIVEN TO THE ARCHITECT OR ENGINEER OF RECORD, THE PROJECT INSPECTOR, THE OWNER (SCHOOL DISTRICT) AND LOCAL FIRE AUTHORITY.

ELEVATION MOUNTING DETAIL



NOTES:

★ THE ENTIRE LENS OF STROBE LIGHTS MUST BE BETWEEN 80" AND 96" ABOVE FLOOR FINISH (AFF)

★ IF CEILING HEIGHTS EXCEED 30 FEET, STROBE LIGHTS MUST BE SUSPENDED AT OR BELOW 30 FEET

★ MANUAL FIRE ALARM BOXES SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 907.3.1 THROUGH 907.3.5

★ MANUAL FIRE ALARM BOXES SHALL BE LOCATED NOT MORE THAN 5 FEET FROM THE ENTRANCE TO EACH EXIT. ADDITIONAL MANUAL FIRE ALARM BOXES SHALL BE LOCATED SO THAT THE TRAVEL DISTANCE TO THE NEAREST BOX DOES NOT EXCEED 200 FEET.

★ THE HEIGHT OF THE MANUAL FIRE ALARM BOXES SHALL BE A MINIMUM OF 42 INCHES AND A MAXIMUM OF 48 INCHES, MEASURED VERTICALLY, FROM THE FLOOR LEVEL TO THE HIGHEST POINT OF THE ACTIVATING HANDLE OR LEVER OF THE BOX. MANUAL FIRE ALARM BOXES SHALL ALSO COMPLY WITH 2019 CBC SECTION 11B-309.4.

★ PER NFPA 72 CHAPTER A.17.7.4.1 DETECTORS SHOULD NOT BE LOCATED IN ADIRECT AIRFLOW OR CLOSER THAN 36 IN. (910 MM) FROM AN AIR SUPPLY DIFFUSER OR RETURN AIR OPENING. SUPPLY OR RETURN SOURCES LARGER THAN THOSE COMMONLY FOUND IN RESIDENTIAL AND SMALL COMMERCIAL ESTABLISHMENT CAN REQUIRE GREATER CLEARANCE TO SMOKE DETECTORS. SIMILARLY, SMOKE DETECTORS SHOULD BE LOCATED FARTHER AWAY FROM HIGH VELOCITY AIR SUPPLIES.

★ EXCEPTIONS: [DSA-AC] IN EXISTING BUILDINGS THERE IS NO REQUIREMENT TO RETROACTIVELY RELOCATE EXISTING MANUAL FIRE ALARM BOXES TO A MINIMUM OF 42 INCHES AND A MAXIMUM OF 48 INCHES FROM THE FLOOR LEVEL TO THE ACTIVATING HANDLE OR LEVER OF THE BOX.

SEQUENCE OF OPERATIONS

DEVICE / ACTION	MANUAL PULL STATION	AREA /BEAM SMOKE DETECTOR	CARBON MONOXIDE DETECTOR	HEAT DETECTOR	120VAC POWER FAILURE	SHORT CIRCUIT	GROUND FAULT	BATTERY FAILURE
SOUND ALARM AT "FACP"	**YES**	**YES**	NO	**YES**	NO	NO	NO	NO
SOUND TROUBLE BUZZER AT "FACP"	NO	NO	**YES**	NO	**YES**	**YES**	**YES**	**YES**
ANNUNCIATE AT "FACP" AND THE REMOTE ANNUNCIATOR (ALARM OR TROUBLE)	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
ACTIVATE AUDIBLE / VISUAL ALARM SIGNAL THROUGHOUT BUILDING	**YES**	**YES**	NO	**YES**	NO	NO	NO	NO
ACTIVATE AUDIBLE TEMPORAL-4 SIGNAL AT CO DETECTOR BASE	NO	NO	**YES**	NO	NO	NO	NO	NO
ACTIVATE HVAC UNIT SHUTDOWN	NO	**YES**	NO	NO	NO	NO	NO	NO
CLOSE COMBINATION FIRE/SMOKE DAMPERS	NO	**YES**	NO	NO	NO	NO	NO	NO
ACTIVATE SIGNAL FOR OFF-SITE MONITORING	**YES**	**YES**	NO	**YES**	**YES**	NO	NO	NO
MUTE AUTONOMOUS LOCAL SOUND SYSTEM	**YES**	**YES**	NO	**YES**	NO	NO	NO	NO

APPLICABLE CODES

PARTIAL LIST OF APPLICABLE CODES AS OF JANUARY 1, 2020 *
2019 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR *
2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
(2018 INTERNATIONAL BUILDING CODE, VOL. 1 & 2, AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
(2017 NATIONAL ELECTRICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
(2018 IAPMO UNIFORM MECHANICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
(2018 IAPMO UNIFORM PLUMBING CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 CCR
2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
(2018 INTERNATIONAL FIRE CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
(2018 INTERNATIONAL EXISTING BUILDING CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

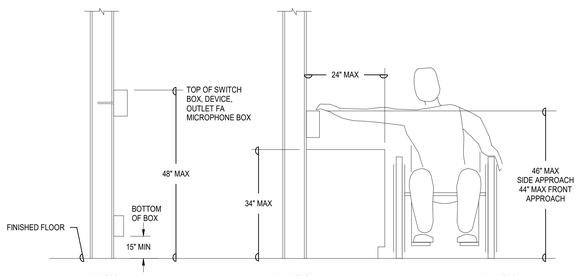
PARTIAL LIST OF APPLICABLE STANDARDS
NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE (CA AMENDED): 2016 EDITION
NFPA 720 STANDARD FOR THE INSTALLATION OF CARBON MONOXIDE DETECTION AND WARNING EQUIPMENT; 2016 EDITION
NFPA 80 STANDARD FOR FIRE DOORS AND OTHER OPENING PROTECTIVES; 2016 EDITION
UL 464 AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES; 2003 EDITION
UL 521 STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS; 1999 EDITION
UL 1971 STANDARD FOR SIGNALING DEVICES FOR THE HEARING IMPAIRED; 2002 EDITION (R2010)
ICC 300 STANDARD FOR BLEACHERS, FOLDING AND TELESCOPING SEATING AND GRANDSTANDS; 2017 EDITION

FOR A COMPLETE LIST OF APPLICABLE NFPA STANDARDS REFER TO 2019 CBC (SFM) CHAPTER 35 AND CALIFORNIA FIRE CODE CHAPTER 80.

SEE CALIFORNIA BUILDING CODE, CHAPTER 35, FOR STATE OF CALIFORNIA AMENDMENTS TO THE NFPA STANDARDS.

THE FACP AND ASSOCIATED FIELD DEVICES SYSTEM SHALL COMPLY WITH THE FOLLOWING UNDERWRITERS LABORATORIES INC. (UL) USA LISTING STANDARDS AS APPLICABLE.
1. NO. 38 MANUALLY ACTUATED SIGNALING BOXES
2. NO. 50 CABINETS AND BOXES
3. NO. 864 CONTROL UNITS FOR FIRE PROTECTIVE SIGNALING SYSTEMS
4. NO. 268 SMOKE DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS
5. NO. 268A SMOKE DETECTORS FOR DUCT APPLICATIONS
6. NO. 346 WATERFLOW INDICATORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS
7. NO. 464 AUDIBLE SIGNALING APPLIANCES
8. NO. 521 HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS
9. NO. 1638 PRIVATE MODE EMERGENCY AND GENERAL UTILITY SIGNALING
10. NO. 1971 VISUAL NOTIFICATION APPLIANCES
11. NO. 1981 STANDARD FOR CENTRAL STATION AUTOMATION SYSTEM
12. NO. 827 CENTRAL STATION ALARM SERVICES

MOUNTING OVER OBSTRUCTION DETAIL



NOTE:

1. THIS DETAIL APPLIES TO MOUNTING OF ANY MECHANICAL AND ELECTRICAL DEVICE WHICH CONTAINS AN OPERABLE PART THAT IS ADJUSTABLE BY THE OCCUPANT. THIS DOES NOT APPLY TO SENSORS OR CONTROLS THAT ARE ONLY ADJUSTABLE THROUGH THE BUILDING AUTOMATION SYSTEM (IE: TEMPERATURE AND HUMIDITY SENSORS).

WIRE SCHEDULE

WIRE DESIGNATION	WIRE IN CONDUIT	WIRE IN CONDUIT UNDERGROUND/WET LOC.	UNDERGROUND/WET WIRE DESIGNATION
INIT. LOOP Z	2 CONDUCTOR #16 FPL TWISTED/ SHIELDED WEST PENN #D990	2 CONDUCTOR #16 FPLP SHIELDED WEST PENN #AQ-225	INIT. LOOP UM
SBUS B	4 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	4 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	SBUS B
VBUS C	2 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	2 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	VBUS C
SPEAKER CKT. S	2 CONDUCTOR #12 THHN/THWN STRANDED	2 CONDUCTOR #12 THHN/THWN STRANDED	SPEAKER CKT. S
VISUAL CKT. V	2 CONDUCTOR #12 THHN/THWN STRANDED	2 CONDUCTOR #12 THHN/THWN STRANDED	VISUAL CKT. V
POWER CKT. P	2 CONDUCTOR #12 THHN/THWN STRANDED	2 CONDUCTOR #12 THHN/THWN STRANDED	POWER CKT. P

NOTE:
ALL WIRE MODEL NUMBERS ARE WEST PENN.
EQUIVALENT BY OTHER MANUFACTURER IS ACCEPTABLE.

FIRE ALARM REQUIREMENTS

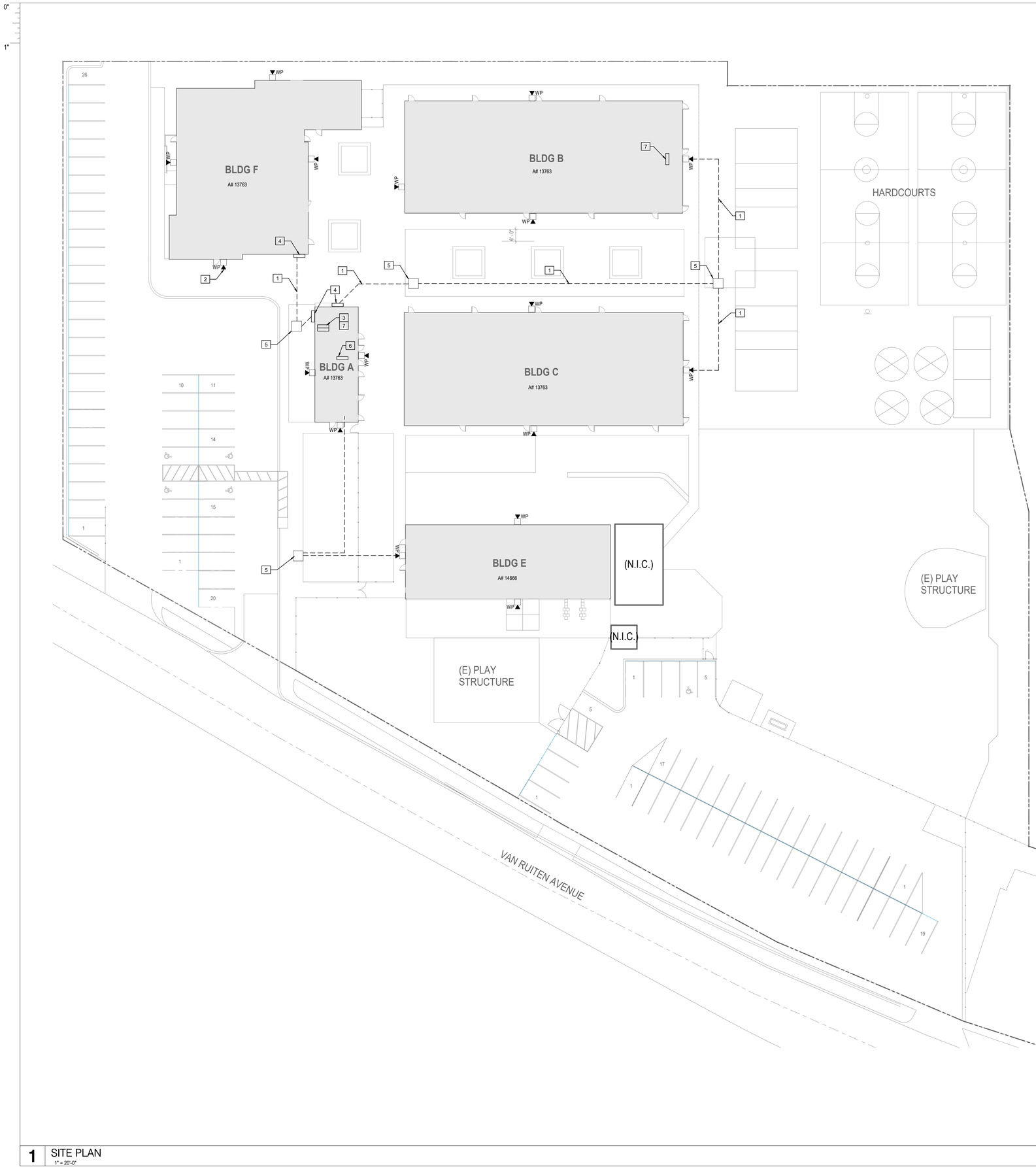
THE CONTRACTOR SHALL PROVIDE AND SUBMIT THE FIRE ALARM SHOP DRAWINGS TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION OF THE FIRE ALARM SYSTEM. THE SUBMITTAL SHALL CONTAIN THE FOLLOWING:

A. SHOP DRAWINGS: COMPLETE 1/8" SCALE FLOOR PLANS SHOWING ALL DEVICES, COMPONENTS, CONDUIT AND WIRING INDICATING A COMPLETE AND OPERABLE SYSTEM AS DESIGNED AND SPECIFIED. REPRODUCED COPIES OF BID SET FIRE ALARM PLANS

FIRE ALARM SITE PLAN

FA0.01

FOR BLUEBEAM LABELING/OCR:



1 SITE PLAN
1" = 20'-0"

KEY NOTES

1. REUSE EXISTING FIRE ALARM UNDERGROUND CONDUITS (PVC, SCHEDULE 40, 24" BELOW GRADE), AND USE NEW FIRE ALARM CABLE AS INDICATED. BACKFILL TO MATCH EXISTING SURFACES WHERE APPLICABLE.
2. PROVIDE WEATHERPROOF WALL MOUNTED SPEAKER AS SHOWN (TYPICAL).
3. PROVIDE NEW FIRE ALARM TERMINAL CABINET AND NEW VOICE EVAC FIRE ALARM CONTROL PANEL AS SHOWN.
4. REUSE EXISTING NEMA 3R WEATHERPROOF PULL BOX MOUNTED AT THE ATTIC HEIGHT SPACE AS SHOWN (TYPICAL).
5. EXISTING CONCRETE UNDERGROUND PULL BOXES AS SHOWN WITH DEEP GRAVEL BASE (FIELD VERIFY THE EXACT LOCATION).
6. PROVIDE NEW FIRE ALARM ANNUNCIATOR AS SHOWN. FIELD MAY VERIFY THE EXACT LOCATIONS.
7. PROVIDE NEW FIRE ALARM POWER SUPPLY AS SHOWN. (TYPICAL)

GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)
2. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.
3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
5. ALL EXISTING FA DEVICES INCLUDING ALL ASSOCIATED CONDUCTORS, BACKBOX, CABLES AND EQUIPMENTS MUST BE DISCONNECTED AND REMOVED BACK TO THE SOURCE UNLESS NOTED. COORDINATE WITH ARCHITECT PRIOR TO DEMOLITION.

BUILDING INFORMATION

MULTI-PURPOSE - BUILDING F
OCCUPANCY: A2.1
CONSTRUCTION TYPE: V - ONE HOUR, SINGLE STORY, NON-SPRINKLERED

ADMINISTRATION - BUILDING A
OCCUPANCY: B
CONSTRUCTION TYPE: V - NON RATED, SINGLE STORY, NON-SPRINKLERED

CLASSROOM - BUILDING B
OCCUPANCY: E-1
CONSTRUCTION TYPE: V - NON RATED, SINGLE STORY, NON-SPRINKLERED

CLASSROOM - BUILDING C
OCCUPANCY: E-1
CONSTRUCTION TYPE: V - NON RATED, SINGLE STORY, NON-SPRINKLERED

KINDERGARTEN - BUILDING E
OCCUPANCY: E-1
CONSTRUCTION TYPE: V - NON RATED, SINGLE STORY, NON-SPRINKLERED

CONDUIT DISTANCES FROM FACP TO BUILDINGS ARE GIVEN BELOW:

MULTI-PURPOSE - BUILDING F = ±700 FEET

ADMINISTRATION - BUILDING A = ± 220 FEET

CLASSROOM - BUILDING B = ± 660 FEET

CLASSROOM - BUILDING C = ± 660 FEET

KINDERGARTEN - BUILDING E = ± 615 FEET

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-121814 INC:
REVIEWED FOR
SS ☐ FLS ☑ ACS ☐
DATE: 11/29/2021

PBKWLC

ARCHITECT PBK Architects, Inc.
SOUTHERN CALIFORNIA PBK.com
8163 Rochestser Avenue, Suite 100
Rancho Cucamonga
California 91730-0729
909-987-0909 P

LYNN L. PACE ELEMENTARY SCHOOL - FIRE ALARM UPGRADE

9625 Van Ruiten St
Bellflower, CA 90706

DSA SET

DSA APPL. NO.: 03-121814 DSA FILE NO.: 19-29

DUSD

F B
A C
E

KEY PLAN

N
TRUE

DISCIPLINE

REGISTERED PROFESSIONAL ENGINEER
RONALD C DELA CRUZ
No. E 23576
Exp. 08-30-2023
ELECTRICAL
STATE OF CALIFORNIA

SIGNED: 11/23/2021

CLIENT
DOWNEY UNIFIED SCHOOL DISTRICT

DATE	PROJECT NUMBER
11/23/2021	P2120500ME

DRAWING HISTORY

No.	Description	Date

DSA SET

BUILDING NUMBER

FIRE ALARM SITE PLAN

FA0.01

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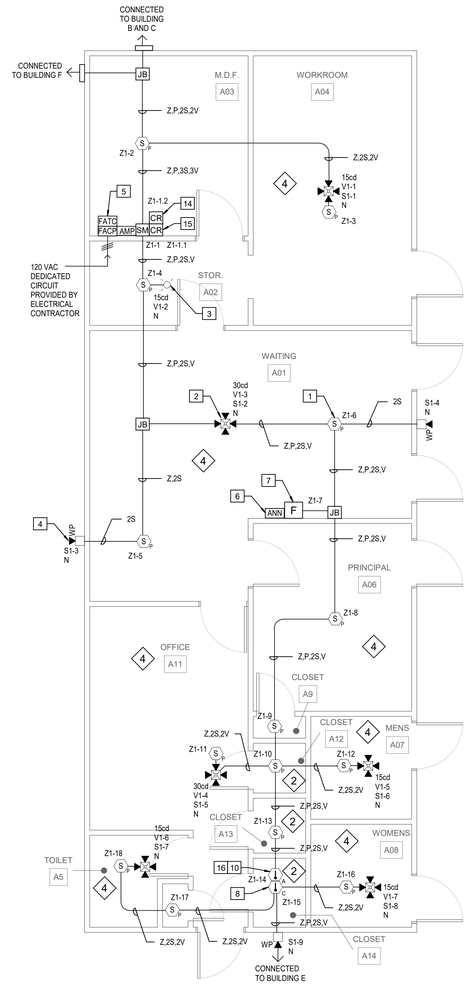
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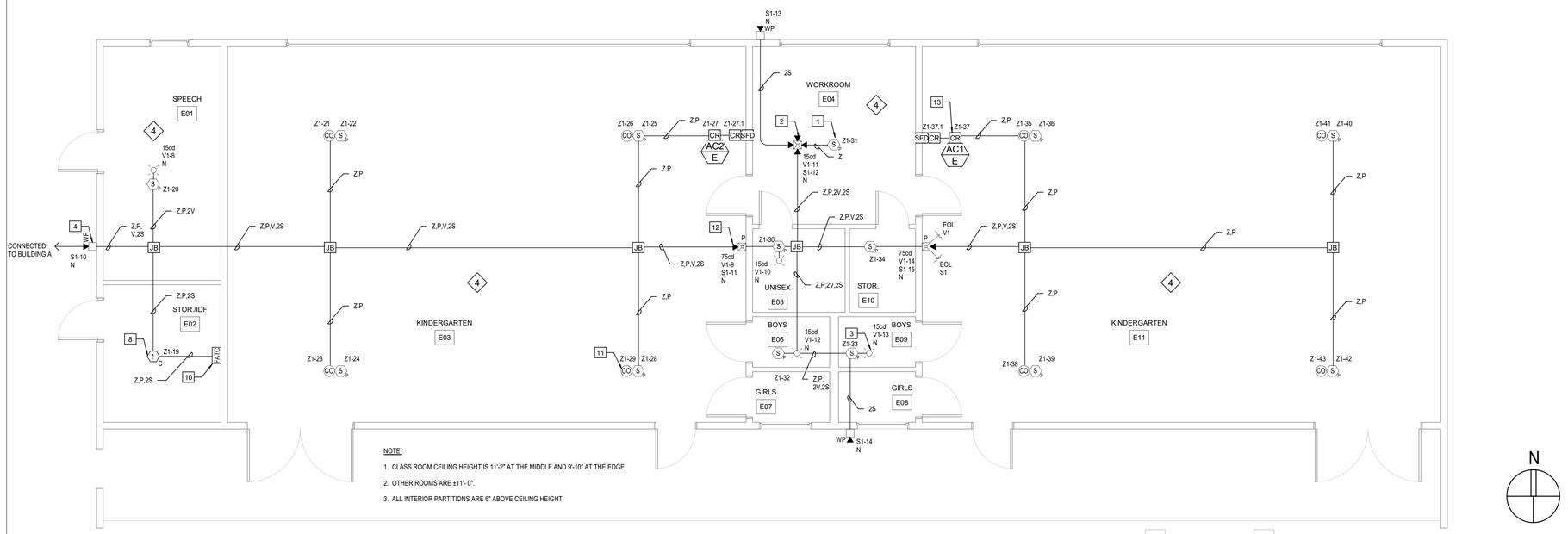
FIRE ALARM BUILDING A & E FLOOR PLANS

FA1.00

FOR BLUEBEAM LABELING/OCR:



2 BUILDING A FLOOR PLAN
1/4" = 1'-0"



NOTE:

1. CLASS ROOM CEILING HEIGHT IS 11'-2" AT THE MIDDLE AND 9'-10" AT THE EDGE.
2. OTHER ROOMS ARE ±11'- 0".
3. ALL INTERIOR PARTITIONS ARE 6" ABOVE CEILING HEIGHT

1 BUILDING E FLOOR PLAN
1/4" = 1'-0"

KEY NOTES

1. PROVIDE FIRE ALARM ADDRESSABLE SMOKE DETECTOR AS SHOWN (TYP).
2. PROVIDE FIRE ALARM CEILING MOUNTED SPEAKER STROBE AS SHOWN (TYP).
3. PROVIDE FIRE ALARM CEILING MOUNTED STROBE DEVICE AS SHOWN (TYP).
4. PROVIDE FIRE ALARM WALL MOUNTED WEATHERPROOF SPEAKER DEVICE AS SHOWN (TYP).
5. PROVIDE NEW FIRE ALARM CONTROL PANEL, AMPLIFIER AND NEW FIRE ALARM TERMINAL CABINET AS SHOWN. PROVIDE SUPERVISORY CONTROL MODULE TO MONITOR THE CONNECTION BETWEEN THE FACP AND FAPS PANEL.
6. PROVIDE NEW FIRE ALARM ANNUNCIATOR AS SHOWN. FIELD VERIFY THE EXACT LOCATION.
7. PROVIDE FIRE ALARM ADDRESSABKE PULL STATION AS SHOWN CLOSE TO THE NEW ANNUNCIATOR.
8. PROVIDE FIRE ALARM ADDRESSABE CEILING MOUNTED HEAT DETECTOR AS SHOWN.
9. PROVIDE FIRE ALARM ADDRESSABLE ATTIC HEAT DETECTOR AS SHOWN.
10. PROVIDE NEW FIRE ALARM TERMINAL CABINET AS SHOWN.
11. PROVIDE FIRE ALARM ADDRESSABLE CO DETECTOR AS SHOWN.
12. PROVIDE WALL MOUNTED SPEAKER STROBE AS SHOWN.
13. PROVIDE FIRE ALARM CONTROL RELAY MODULE TO SHUT DOWN THE MECHANICAL UNIT AND/ OR COMBINATION SMOKE FIRE DAMPER (TYP). FIELD VERIFY THE EXACT LOCATIONS.
14. PROVIDE FIRE ALARM ADDRESSABLE CONTROL RELAY TO MUTE AUTONOMOUS PA OR LOCAL SOUND SYSTEM DURING THE ACTIVATION OF FIRE ALARM SYSTEM.
15. PROVIDE FIRE ALARM ADDRESSABLE CONTROL RELAY FOR EMERGENCY LIGHTING POWER ON.
16. PROVIDE ACCESS PANEL, IF REQUIRED. FIELD VERIFY THE EXACT LOCATION.

GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)
2. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.
3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
5. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS FOR ATTIC HEAT DETECTORS WHERE IT IS REQUIRED.

CEILING TYPE KEY NOTES

1. EXISTING HARD CEILING
2. EXISTING GYPSUM BOARD CEILING
3. EXISTING 2'x4' CEILING GRID .
4. EXISTING 12"X12" GLUED UP TILE MOUNTED ON THE EXISTING CEILING.

UNLESS NOTED/SHOWN ON THE PLAN, ALL EXISTING CEILING ARE PLASTER FINISH.

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KEY PLAN

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SIGNED: 11/23/2021

CLIENT
DOWNEY UNIFIED SCHOOL DISTRICT

DATE	PROJECT NUMBER
11/23/2021	P2120500ME

DRAWING HISTORY

No.	Description	Date

DSA SET

BUILDING NUMBER

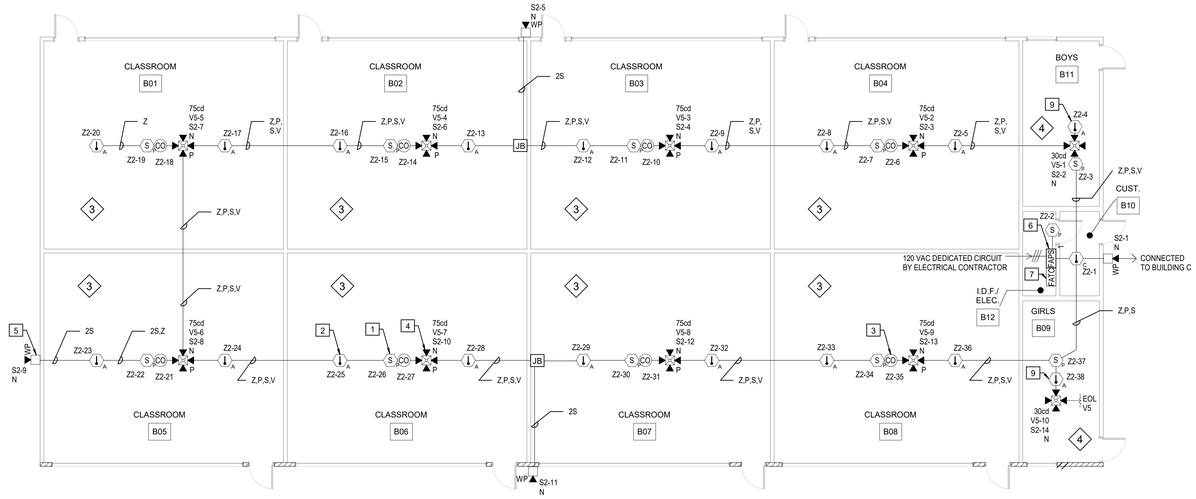
FIRE ALARM BUILDING A & E FLOOR PLANS

FA1.00

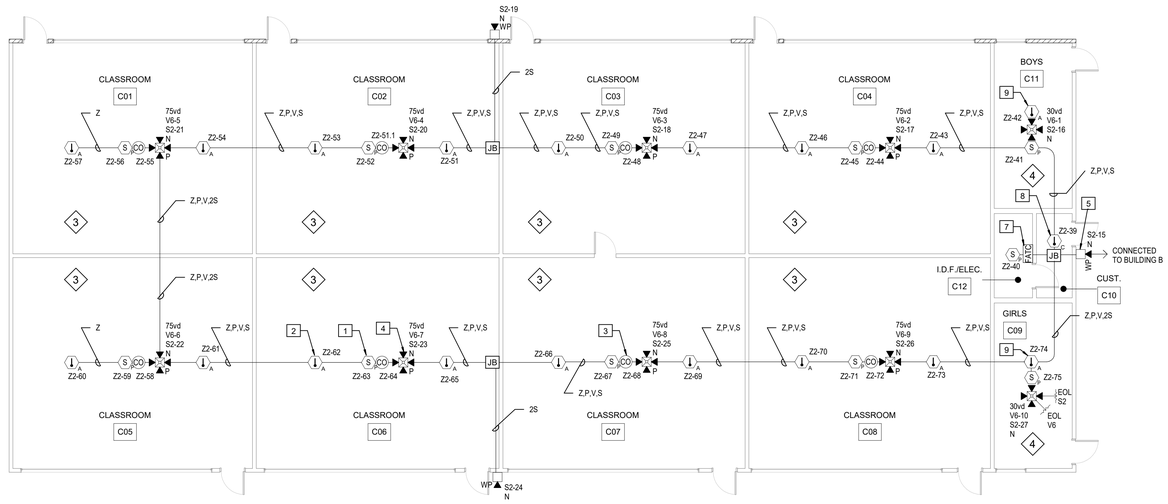
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1"



2 BUILDING B FLOOR PLAN
1/8" = 1'-0"



1 BUILDING C FLOOR PLAN
1/8" = 1'-0"

KEY NOTES

1. PROVIDE FIRE ALARM ADDRESSABLE SMOKE DETECTOR AS SHOWN (TYP).
2. PROVIDE FIRE ALARM ADDRESSABLE ATTIC HEAT DETECTOR AS SHOWN (TYP).
3. PROVIDE FIRE ALARM CARBON MONOXIDE DETECTOR AS SHOWN (TYP).
4. PROVIDE FIRE ALARM CEILING MOUNTED SPEAKER STROBE AS SHOWN (TYP).
5. PROVIDE FIRE ALARM WALL MOUNTED WEATHERPROOF SPEAKER DEVICE AS SHOWN (TYP).
6. PROVIDE NEW FIRE ALARM POWER SUPPLY PANEL AS SHOWN.
7. PROVIDE NEW FIRE ALARM TERMINAL CABINET AS SHOWN.
8. PROVIDE FIRE ALARM CEILING MOUNTED HEAT DETECTOR AS SHOWN (TYP).
9. PROVIDE ACCESS PANEL, IF REQUIRED (TYP). FIELD VERIFY THE EXACT LOCATION.

GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)
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3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
5. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS FOR ATTIC HEAT DETECTORS WHERE IT IS REQUIRED.

1-HR FIRE RATED WALL

CEILING TYPE KEY NOTES

1. EXISTING HARD CEILING
2. EXISTING GYPSUM BOARD CEILING
3. EXISTING 2'x4' CEILING GRID .
4. EXISTING 12"X12" GLUED UP TILE MOUNTED ON THE EXISTING CEILING.

UNLESS NOTED/SHOWN ON THE PLAN, ALL EXISTING CEILING ARE PLASTER FINISH.

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SOUTHERN CALIFORNIA PBK.com
8163 Rochestser Avenue, Suite 100
Rancho Cucamonga
California 91730-0729
909-987-0909 P

LYNN L. PACE ELEMENTARY SCHOOL - FIRE ALARM UPGRADE

9625 Van Ruiten St
Bellflower, CA 90706
DSA SET
DSA APPL. NO.: 03-121814 DSA FILE NO.: 19-29

DUSD

F B A C E

KEY PLAN

N TRUE

DISCIPLINE

REGISTERED PROFESSIONAL ENGINEER
RONALD C DELA CRUZ
No. E 23576
Exp. 09-30-2023
ELECTRICAL
STATE OF CALIFORNIA

SIGNED: 11/23/2021

CLIENT
DOWNEY UNIFIED SCHOOL DISTRICT

DATE	PROJECT NUMBER
11/23/2021	P2120500ME

DRAWING HISTORY

No.	Description	Date

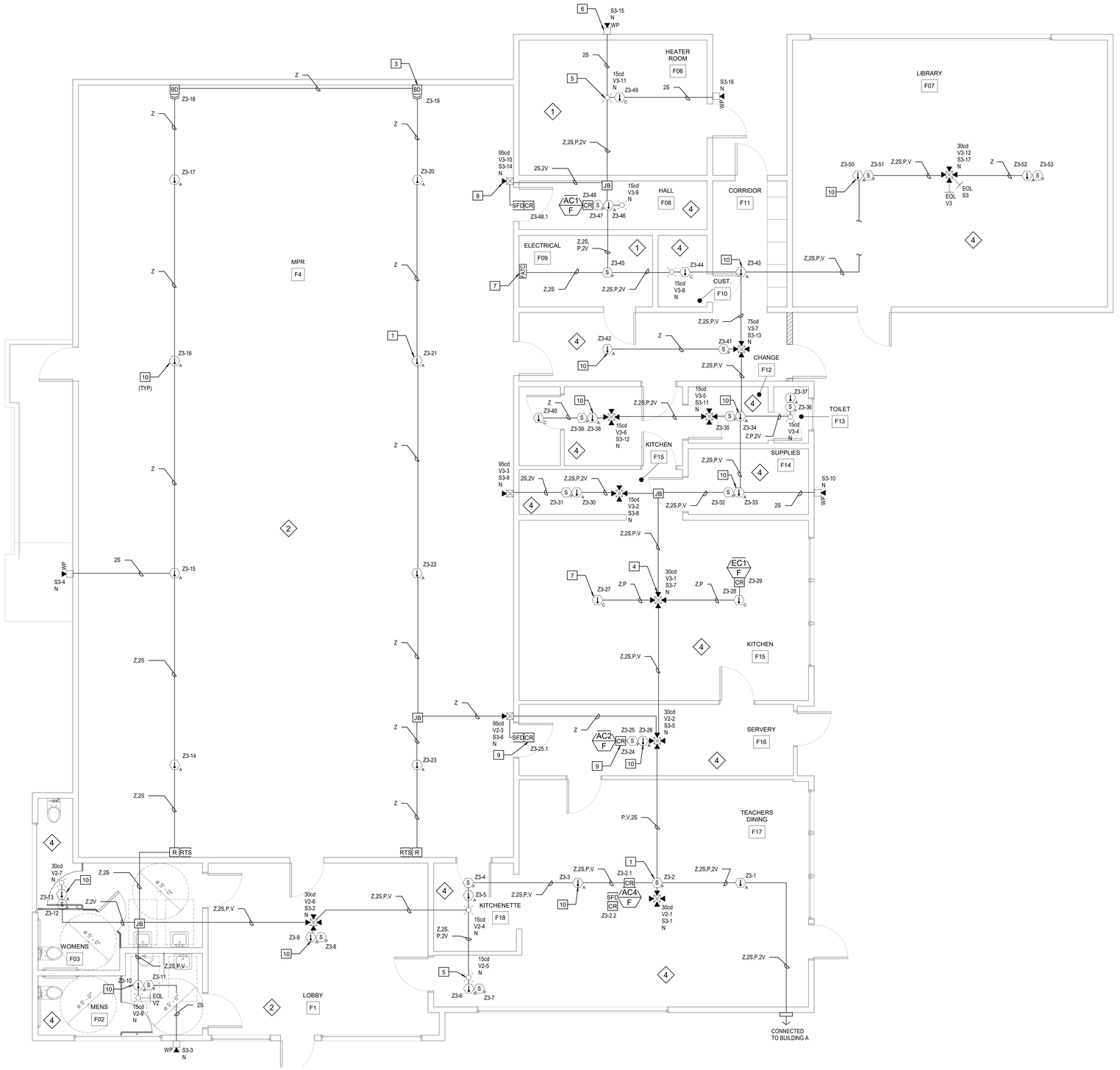
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BUILDING NUMBER

FIRE ALARM BUILDING B & C FLOOR PLANS

FA1.02

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1 BUILDING F FLOOR PLAN
1/4" = 1'-0"

KEY NOTES

1. PROVIDE FIRE ALARM ADDRESSABLE SMOKE DETECTOR AS SHOWN (TYP).
2. PROVIDE FIRE ALARM ADDRESSABLE ATTIC HEAT DETECTOR AS SHOWN (TYP).
3. PROVIDE FIRE ALARM ADDRESSABLE BEAM SMOKE DETECTOR AND RECEIVER WITH WALL MOUNTED REMOTE TEST SWITCH AS SHOWN. PROVIDE PLAQUE WITH 1" LETTERS TO READ, " BEAM DETECTOR TEST SWITCHES."(TYP).
4. PROVIDE FIRE ALARM CEILING MOUNTED SPEAKER STROBE AS SHOWN (TYP).
5. PROVIDE FIRE ALARM CEILING MOUNTED STROBE DEVICE AS SHOWN (TYP).
6. PROVIDE FIRE ALARM WALL MOUNTED WEATHERPROOF SPEAKER DEVICE AS SHOWN (TYP).
7. PROVIDE CEILING MOUNTED HEAT DETECTOR AS SHOWN.
8. PROVIDE FIRE ALARM WALL MOUNTED SPEAKER STROBE AS SHOWN (TYP).
9. PROVIDE CONTROL RELAY MODULES TO SHUT DOWN THE MECHANICAL UNITS AND/ OR COMBINATION SMOKE FIRE DAMPERS (TYP). FIELD VERIFY THE EXACT LOCATIONS.
10. PROVIDE ACCESS PANEL, IF REQUIRED (TYP). FIELD VERIFY THE EXACT LOCATION.

GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)
2. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.
3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
5. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS FOR ATTIC HEAT DETECTORS WHERE IT IS REQUIRED.

1-HR FIRE RATED WALL

CEILING TYPE KEY NOTES

1. EXISTING HARD CEILING
2. EXISTING GYPSUM BOARD CEILING
3. EXISTING 2'x4' CEILING GRID .
4. EXISTING 12"X12" GLUED UP TILE MOUNTED ON THE EXISTING CEILING.

UNLESS NOTED/SHOWN ON THE PLAN, ALL EXISTING CEILING ARE PLASTER FINISH.

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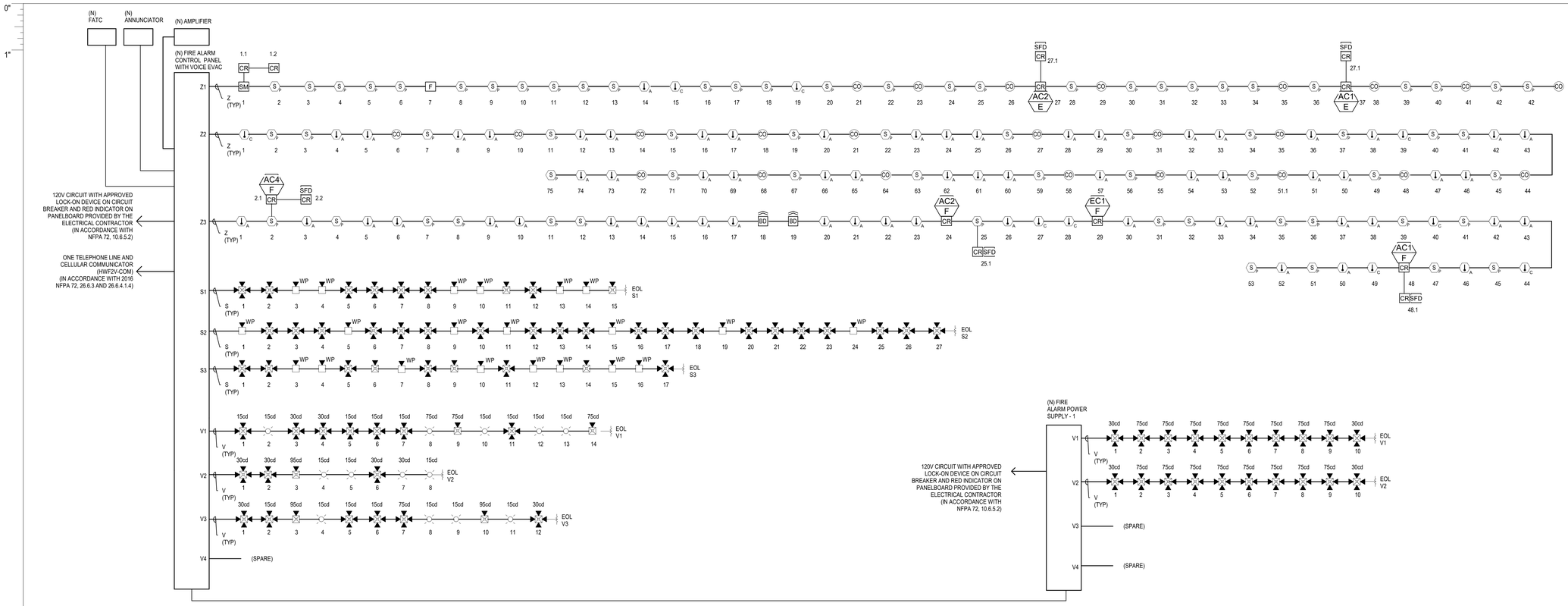
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FIRE ALARM RISER DIAGRAM, BATTERY AND VOLTAGE DROP CALCULATIONS

FA5.01

FOR BLUEBEAM LABELING/OCR:



1 FIRE ALARM RISER DIAGRAM

NOT TO SCALE

BATTERY CALCULATION SHEET

FACP - GAMEWELL E3
LOCATION: M.D.F. A03

QUANTITY		UNIT STANDBY CURRENT(A)	TOTAL STANDBY CURRENT(A)	UNIT ALARM CURRENT(A)	TOTAL ALARM CURRENT(A)
1	INTELLIGENT LOOP INTERFACE,MOTHER BOARD (ILI-MB-E3)	0.081000	0.081000	0.150000	0.150000
1	LCD KEYPAD DISPLAY (LCD-E3)	0.024000	0.024000	0.028000	0.028000
1	E3 SERIES 9 AMP POWER SUPPLY (PM-9)	0.050000	0.050000	0.050000	0.050000
1	DIGITAL ALARM COMMUNICATION TRASMITTER (DACT-E3)	0.018000	0.018000	0.018000	0.018000
1	ASM-16 PROGRAMMABLE SWITCH MODULE (1100-0455)	0.011000	0.011000	0.155000	0.155000
1	INI-VGX-UTP TRANSPONDER VOICE GATEWAY (INI-VGX)	0.150000	0.150000	0.105000	0.105000
1	AMP-50 TRANSPONDER 50 WATT, 25 VRMS AUDIO AMPLIFIER (1100-0456)	0.086000	0.086000	2.206000	2.206000
1	LCD KEYPAD DISPLAY REMOTE ANNUNCIATOR (LCD-E3)	0.024000	0.024000	0.028000	0.028000
1	FIRE PHONE CARD	0.053000	0.053000	0.075000	0.075000
1	AMPLIFIER CARD	0.052000	0.052000	0.315000	0.315000
1	REMOTE POWER SUPPLY PANEL	0.075000	0.075000	0.175000	0.175000
68	PHOTO SMOKE DETECTOR	0.000051	0.003468	0.000068	0.004624
72	HEAT DETECTOR	0.000250	0.018000	0.000400	0.028800
1	PULL STATION	0.000250	0.000250	0.000400	0.000400
24	CO DETECTOR	0.000051	0.001224	0.000068	0.001632
1	MONITOR MODULE	0.000250	0.000250	0.000400	0.000400
13	RELAY MODULE	0.000075	0.000975	0.000075	0.000975
12	15cd ceiling strobes	0.000000	0.000000	0.071000	0.852000
1	30cd ceiling strobes	0.000000	0.000000	0.096000	0.096000
2	75cd wall speaker/strobe	0.000000	0.000000	0.136000	0.272000
3	110cd wall speaker/strobe	0.000000	0.000000	0.155000	0.465000
8	15cd ceiling speaker/strobe	0.000000	0.000000	0.060000	0.480000
7	30cd ceiling speaker/strobe	0.000000	0.000000	0.086000	0.602000
1	75cd ceiling speaker/strobe	0.000000	0.000000	0.142000	0.142000
6	95cd ceiling speaker/strobe	0.000000	0.000000	0.164000	0.984000
	SUB TOTAL		0.648		7.235
	STANDBY CURRENT x 24 Hrs. (AH)		15.556 AH		
	ALARM CURRENT x 15 MINUTES (AH)		1.809 AH		
	TOTAL (AH)		17.365 AH		
	25% DERATING		4.341 AH		
	TOTAL DEMAND (AH)		21.706 AH		
	BATTERY REQUIRED (2X12V @ 65AH)		50 AH		

BATTERY CAPACITY CALCULATION SHEET

FAPS-1
LOCATION: BLDG B-IDF/ELEC ROOM B12

QUANTITY	Description	Unit Standby Current(A)	Total Standby Current(A)	Unit Alarm Current(A)	Total Alarm Current(A)
1	NAC TRIP	0.070	0.070	0.270	0.270
4	30cd ceiling speaker/strobe	0.000	0.000	0.086	0.344
16	75cd ceiling speaker/strobe	0.000	0.000	0.142	2.272
	Sub Total		0.070		2.886
	A - Battery Backup - Standby (Hour)	24			
	B - Battery Backup (minutes)	15			
	C - Allowable Error (%)	25			
	D - Total Standby Backup (Amp-Hour)	1.680			
	E - Total Alarm Backup (Amp-Hour)	0.722			
	F - Allowable Error (C x (D + E))	0.600			
	Total Amp-Hour Required (D + E + F)	3.002			
	Battery Submitted	7 Amp-Hour			

BATTERY CALCULATION SHEET

GAMEWELL E3
LOCATION: M.D.F. A03

QUANTITY		UNIT STANDBY CURRENT(A)	TOTAL STANDBY CURRENT(A)	UNIT ALARM CURRENT(A)	TOTAL ALARM CURRENT(A)
1	50 WATT AMPLIFIER	0.110	0.110	0.5810	0.5810
38	SPEAKER (1/4 W @ 70 VRMS)	0.000	0.000	0.0035	0.1330
21	WP SPEAKER (2W @ 70 VRMS)	0.000	0.000	0.0283	0.5943
	SUB TOTAL		0.110		1.308
	STANDBY CURRENT x 24 Hrs. (AH)		2.640 AH		
	ALARM CURRENT x 15 MINUTES (AH)		0.327 AH		
	TOTAL (AH)		2.967 AH		
	25% DERATING		0.742 AH		
	TOTAL DEMAND (AH)		3.709 AH		
	BATTERY REQUIRED		7 AH		

SPEAKER CIRCUIT LOAD CALCULATION

MFG. REC. MAXIMUM LOSS IS: -0.5dB

SPEAKER CIRCUIT DESCRIPTION		PANEL CIRCUIT NUMBER	WIRE GAUGE (18, 16,14 12)	CIRCUIT VOLTAGE (25 OR 70 VRMS)	APPLIANCES QUANTITIES / TAP VALUES				TOTAL CIRCUIT LOAD (WATT)	ESTIMATED CIRCUIT LENGTH (FEET)	ACTUAL WIRE/LOSS (dB)	MAXIMUM ALLOWABLE CKT, LENGTH (FEET)	TOTAL CIRCUIT RESISTANCE (OHMS)
AMPLIFIER#	CIRCUIT LOCATION				SPEAKER TAPPED AT 0.25 WATTS	SPEAKER TAPPED AT 0.5 WATTS	SPEAKER TAPPED AT 1 WATTS	SPEAKER TAPPED AT 2 WATTS					
AMP	ADMIN/MPR	S1	12 AWG	70	9			6	14.25	800	-0.07	5,800	2.54
	NORTH CLASSROOMS	S2	12 AWG	70	20			7	19.00	1200	-0.13	4,400	3.81
	EAST CLASSROOMS	S3	12 AWG	70	9			8	18.25	700	-0.08	4,500	2.22
								TOTAL	51.50				

STROBES WORST CASE VOLTAGE DROP

PANEL NAME	WIRE GAUGE	CIRCUIT NUMBER	CEILING STROBE 15cd 0.071	CEILING STROBE 30cd 0.096	CEILING STROBE 75cd 0.153	CEILING STROBE 95cd 0.194	WALL SPEAKER/STROBE 15cd 0.060	WALL SPEAKER/STROBE 30cd 0.083	WALL SPEAKER/STROBE 75cd 0.136	WALL SPEAKER/STROBE 95cd 0.155	CEILING SPEAKER/STROBE 15cd 0.060	CEILING SPEAKER/STROBE 30cd 0.086	CEILING SPEAKER/STROBE 75cd 0.142	CEILING SPEAKER/STROBE 95cd 0.164	TOTAL CURRENT (AMPS)	TOTAL DISTANCE (FEET)	TOTAL VOLTAGE DROP (%)	TOTAL DEVICES
FACP	12 AWG	V1	5						2		5	2			1.099	500	7.57%	14
		V2	3	1						1		3			0.722	230	2.29%	8
		V3	4							2	3	2	1		1.088	270	4.05%	12
		V4 (SPARE)													0.000		0.00%	0
TOTAL			12	1	0	0	0	0	2	3	8	7	1	0	2.909			
FAPS-1	12 AWG	V5										2	8		1.308	330	5.95%	10
		V6										2	8		1.308	428	7.72%	10
		V7 (SPARE)													0.000	0	0.00%	0
		V8 (SPARE)													0.000	0	0.00%	0
TOTAL			0	0	0	0	0	0	0	0	0	4	16	0	2.616			

2 FIRE ALARM VOLTAGE DROP AND BATTERY CALCULATIONS

NOT TO SCALE

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A | C
E

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FIRE ALARM RISER DIAGRAM, BATTERY AND VOLTAGE DROP CALCULATIONS

FA5.01

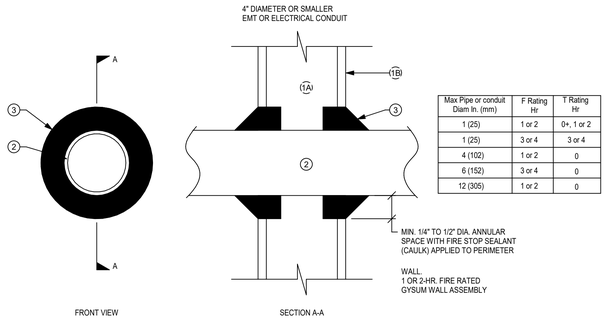
FIRE ALARM DETAILS

FA6.01

FOR BLUEBEAM LABELING/OCR:

0"

1"



Max Pipe or conduit Diam In. (mm)	F Rating Hr	T Rating Hr
1 (25)	1 or 2	0+, 1 or 2
1 (25)	3 or 4	3 or 4
4 (102)	1 or 2	0
6 (152)	3 or 4	0
12 (305)	1 or 2	0

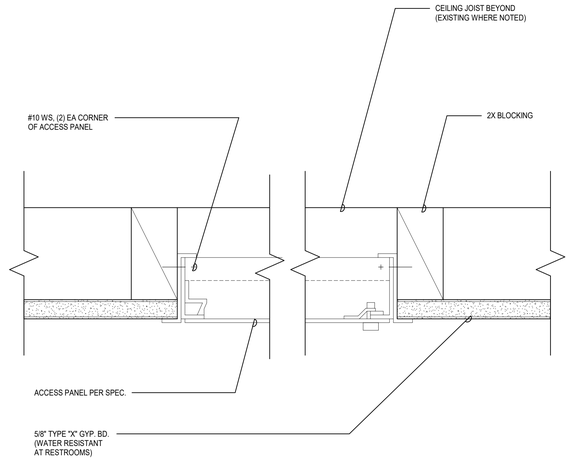
DETAIL NOTES:

1. WALL CONSTRUCTION:
   A. STEEL STUDS PER ARCHITECTURAL/STRUCTURAL.
   B. 5/8" TYPE x GYPSUM BOARD PER ARCHITECTURAL.
2. CONDUIT SIZE PER DRAWINGS.
3. FIRE STOP SYSTEM - ONE HOUR CAULK. APPLY TO INTERFACE WITH WALL SURFACE.

U.L. SYSTEM NO. W-L-1001

NOTE:
MAX. DIA. OF OPENING IS 13 1/2" ANNULAR SPACE OF MIN. 1/4" DIA. BEAD IS REQUIRED.

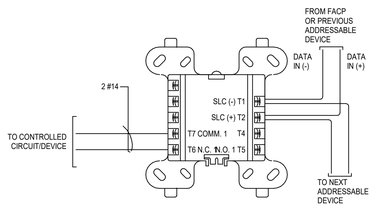
6 CONDUIT PENETRATION AT 1-HR FIRE RATED WALL DETAIL
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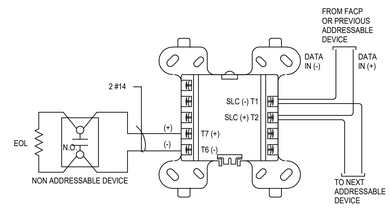
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CBC 2013 - Rev 09/16

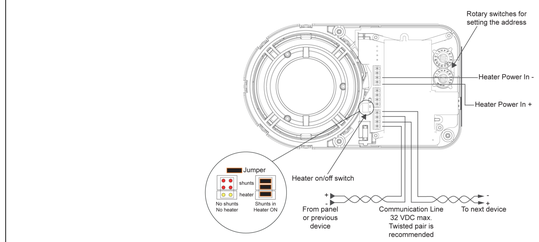
8 ACCESS PANEL DETAIL
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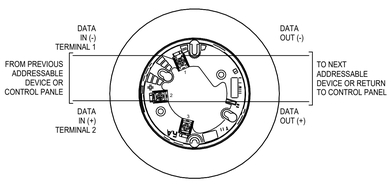
4 RELAY MODULE DETAIL1
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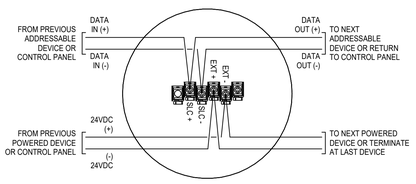
5 MONITOR MODULE DETAIL1
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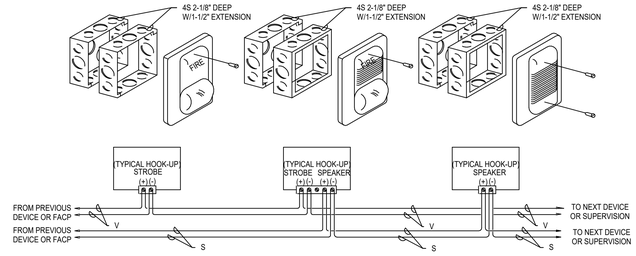
7 BEAM DETECTOR
NOT TO SCALE



3 SMOKE/HEAT DETECTOR DETAIL1
NOT TO SCALE



2 SOUNDER BASE DETAIL1
NOT TO SCALE



1 SPEAKER/STROBE DETAIL1
NOT TO SCALE

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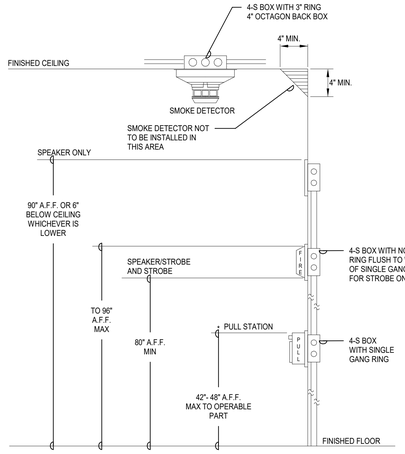
FIRE ALARM DETAILS

FA6.01

DEVICE SCHEDULE

SYMBOL	DESCRIPTION	MODEL	MANUFACTURER	BACKBOX	MOUNTING HEIGHT	C.S.F.M. NUMBER
FACP	NEW FIRE ALARM VOICE EVAC CONTROL PANEL WITH MICROPHONE	E3 ILMB-E3 LCD-E3 PM-9 DACT-E3 ASM-16 INI-VG SERIES INCD-MIC E3BB-RA2	GAMEWELL-FCI		---	7165-1703:0125
FAPS	FIRE ALARM POWER SUPPLY	HPFPS6B	GAMEWELL-FCI	N/A	---	7315-1637:0505
AMP	FIRE ALARM 50W EVACUATION AMPLIFIER	AM-50-70	GAMEWELL-FCI	N/A	---	7165-1703-0125
ANN	FIRE ALARM REMOTE ANNUNCIATOR	LCD-E3	GAMEWELL-FCI	N/A	---	7165-1703-0125
S/P	AREA SMOKE DETECTOR (PHOTOELECTRIC)	ASD-PL3 B300-6	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING	CEILING	7272-1703:0501 7300-1653:0109
CO	CARBON MONOXIDE DETECTOR	MCS-CO3 B200S-WH	GAMEWELL-FCI	4S DEEP BOX W/ STANDARD TRIM BOX	CEILING	5278-1703:0509 7300-1653:0213
A/C	HEAT DETECTOR	ATD-L3H B300-6	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7270-1703:0502 7300-1653:0109
SM	FIRE ALARM ADDRESSABLE SUPERVISORY MONITOR MODULE	AOM-2SF	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7300-1703:0102
CR	FIRE ALARM ADDRESSABLE CONTROL RELAY MODULE	AOM-2RF	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7300-1703:0102
M	FIRE ALARM ADDRESSABLE MONITOR MODULE	AMM-4F	GAMEWELL-FCI	4S DEEP BOX W/ 3-0 RING		7300-1703:0102
	FIRE ALARM CEILING MOUNTED STROBE	SCW	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7125-1653:0186
P	FIRE ALARM CEILING MOUNTED SPEAKER/STROBE	SPSCWL / SPSCWL-P	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7320-1653:0505
WP	FIRE ALARM EXTERIOR WEATHERPROOF SPEAKER	SPRK	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7320-1653:0201
EOL	END OF LINE RESISTOR	N/A	N/A	N/A	N/A	N/A
F	ADDRESSSABLE MANUAL PULL STATION	MS-7AF	GAMEWELL-FCI	4S DEEP BOX 3-0 RING		7150-1703:0170
BD R RTS	SINGLE ENDED REFLECTED TYPE BEAM SMOKE SENSOR WITH REMOTE TEST STATION	OSI-RI-SK W/ 650D-MNK W/ RTS151KEY	GAMEWELL-FCI	4S DEEP BOX W/ 4S EXTENSION		7260-1703:0506 7300-1653:0218 7300-1653:0212
	FIRE ALARM WALL MOUNTED SPEAKER/STROBE	SPSRL	SYSTEM SENSOR	4S DEEP BOX W/ 4S EXTENSION		7320-1653:0505

ELEVATION MOUNTING DETAIL



NOTES:

THE ENTIRE LENS OF STROBE LIGHTS MUST BE BETWEEN 80" AND 96" ABOVE FLOOR FINISH (AFF)

IF CEILING HEIGHTS EXCEED 30 FEET, STROBE LIGHTS MUST BE SUSPENDED AT OR BELOW 30 FEET

MANUAL FIRE ALARM BOXES SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 907.3.1 THROUGH 907.3.5

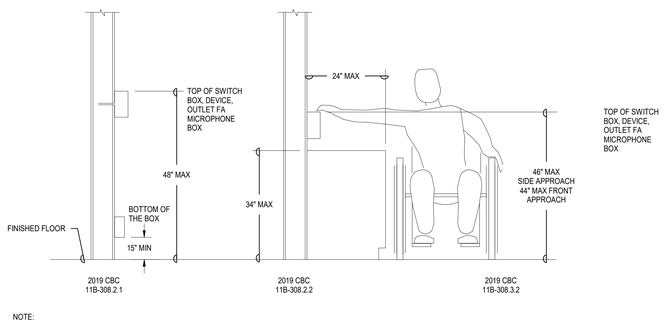
MANUAL FIRE ALARM BOXES SHALL BE LOCATED NOT MORE THAN 5 FEET FROM THE ENTRANCE TO EACH EXIT. ADDITIONAL MANUAL FIRE ALARM BOXES SHALL BE LOCATED SO THAT THE TRAVEL DISTANCE TO THE NEAREST BOX DOES NOT EXCEED 200 FEET.

THE HEIGHT OF THE MANUAL FIRE ALARM BOXES SHALL BE A MINIMUM OF 42 INCHES AND A MAXIMUM OF 48 INCHES, MEASURED VERTICALLY, FROM THE FLOOR LEVEL TO THE HIGHEST POINT OF THE ACTIVATING HANDLE OR LEVER OF THE BOX. MANUAL FIRE ALARM BOXES SHALL ALSO COMPLY WITH 2019 CBC SECTION 11B-309.4.

PER NFPA 72 CHAPTER A.17.7.4.1 DETECTORS SHOULD NOT BE LOCATED IN ADIRECT AIRFLOW OR CLOSER THAN 36 IN. (910 MM) FROM AN AIR SUPPLY DIFFUSER OR RETURN AIR OPENING. SUPPLY OR RETURN SOURCES LARGER THAN THOSE COMMONLY FOUND IN RESIDENTIAL AND SMALL COMMERCIAL ESTABLISHMENT CAN REQUIRE GREATER CLEARANCE TO SMOKE DETECTORS. SIMILARLY, SMOKE DETECTORS SHOULD BE LOCATED FARTHER AWAY FROM HIGH VELOCITY AIR SUPPLIES.

EXCEPTIONS: [DSA-AC] IN EXISTING BUILDINGS THERE IS NO REQUIREMENT TO RETROACTIVELY RELOCATE EXISTING MANUAL FIRE ALARM BOXES TO A MINIMUM OF 42 INCHES AND A MAXIMUM OF 48 INCHES FROM THE FLOOR LEVEL TO THE ACTIVATING HANDLE OR LEVER OF THE BOX.

MOUNTING OVER OBSTRUCTION DETAIL



NOTE:

1. THIS DETAIL APPLIES TO MOUNTING OF ANY MECHANICAL AND ELECTRICAL DEVICE WHICH CONTAINS AN OPERABLE PART THAT IS ADJUSTABLE BY THE OCCUPANT. THIS DOES NOT APPLY TO SENSORS OR CONTROLS THAT ARE ONLY ADJUSTABLE THROUGH THE BUILDING AUTOMATION SYSTEM (IE: TEMPERATURE AND HUMIDITY SENSORS).

LEGENDS

ABBREVIATION	DESCRIPTION
A OR AMP	AMPERES
AFF	ABOVE FINISHED FLOOR
AIC	AMPERES INTERRUPTING CAPACITY
ARCH.	ARCHITECT; ARCHITECTURAL
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CKT	CIRCUIT
CL.	CEILING MOUNTED DEVICE
C.O.	CONDUIT ONLY WITH PULL WIRE
CU	COPPER
DWG	DRAWING
ER	EXISTING DEVICE TO BE REMOVED
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
EXIST / (E)	EXISTING
FIN.	FINISH
FLR	FLOOR
FT	FEET
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
LTG.	LIGHTING
MTG	MOUNTING
N	NEW
FS	FLOW SWITCH
JB	JUNCTION BOX
PIV	POST INDICATOR VALVE
TS	TEMPER SWITCH
	PULL BOX (WEATHERPROOF)
##	RISER UP AND DOWN

ABBREVIATION	DESCRIPTION
NIC	NOT IN CONTRACT
NO.	NUMBER
PH. OR Ø	PHASE
PNL	PANEL
PWR	POWER
REC/RECEPT	RECEPTACLE
REQ'D	REQUIRED
RM	ROOM
SF	SQUARE FEET
SHT	SHEET
SP	SINGLE POLE
SPECS	SPECIFICATIONS
SW	SWITCH
TYP	TYPICAL
UG	UNDERGROUND
U.O.N.	UNLESS OTHERWISE NOTED
V	VOLTS
V-A	VOLT-AMPERES
W	WATTS
W/	WITH
W/O	WITHOUT
WP	WEATHERPROOF
NEC	NATIONAL ELECTRICAL CODE

SEQUENCE OF OPERATIONS

DEVICE / ACTION	MANUAL PULL STATION	AREA SMOKE/ BEAM DETECTOR	CARBON MONOXIDE DETECTOR	HEAT DETECTOR	120VAC POWER FAILURE	SHORT CIRCUIT	GROUND FAULT	BATTERY FAILURE
SOUND ALARM AT "FACP"	**YES**	**YES**	NO	**YES**	NO	NO	NO	NO
SOUND TROUBLE BUZZER AT "FACP"	NO	NO	**YES**	NO	**YES**	**YES**	**YES**	**YES**
ANNUNCIATE AT "FACP" AND THE REMOTE ANNUNCIATOR (ALARM OR TROUBLE)	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
ACTIVATE AUDIBLE / VISUAL ALARM SIGNAL THROUGHOUT BUILDING	**YES**	**YES**	NO	**YES**	NO	NO	NO	NO
ACTIVATE AUDIBLE TEMPORAL-4 SIGNAL AT CO DETECTOR BASE	NO	NO	**YES**	NO	NO	NO	NO	NO
ACTIVATE HVAC UNIT SHUTDOWN	NO	**YES**	NO	NO	NO	NO	NO	NO
ACTIVATE SIGNAL FOR OFF-SITE MONITORING	**YES**	**YES**	NO	**YES**	**YES**	NO	NO	NO
MUTE AUTONOMOUS LOCAL SOUND SYSTEM	**YES**	**YES**	NO	**YES**	NO	NO	NO	NO

WIRE SCHEDULE

WIRE DESIGNATION	WIRE IN CONDUIT	WIRE IN CONDUIT UNDERGROUND/WET LOC.	UNDERGROUND/WET WIRE DESIGNATION
INIT. LOOP Z	2 CONDUCTOR #16 FPL TWISTED/ SHIELDED WEST PENN #D990	2 CONDUCTOR #16 FPLP SHIELDED WEST PENN #AQ-225	INIT. LOOP UM
SBUS B	4 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	4 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	SBUS B
VBUS C	2 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	2 CONDUCTOR #18 TWISTED SHEILDED PAIR CABLE	VBUS C
SPEAKER CKT. S	2 CONDUCTOR #14 THHN/THWN STRANDED	2 CONDUCTOR #14 THHN/THWN STRANDED	SPEAKER CKT. S
VISUAL CKT. V	2 CONDUCTOR #12 THHN/THWN STRANDED	2 CONDUCTOR #12 THHN/THWN STRANDED	VISUAL CKT. V
POWER CKT. P	2 CONDUCTOR #12 THHN/THWN STRANDED	2 CONDUCTOR #12 THHN/THWN STRANDED	POWER CKT. P

NOTE:

ALL WIRE MODEL NUMBERS ARE WEST PENN EQUIVALENT BY OTHER MANUFACTURER IS ACCEPTABLE.

FIRE WATCH NOTE

A FIRE WATCH SHALL BE ESTABLISHED AND THE FIRE DEPARTMENT & FIRE CODE OFFICIAL SHALL BE NOTIFIED IMMEDIATELY WHENEVER THE FIRE PROTECTION / ALARM SYSTEM IS RENDERED OUT OF SERVICE. A FIRE WATCH SHALL BE STAGED WHENEVER THE BUILDING IS OCCUPIED (PARTIAL OR WHOLE) PER DSA IR F-2 AND CFC 901.7.

APPLICABLE CODES

PARTIAL LIST OF APPLICABLE CODES AS OF JANUARY 1, 2020 *
2019 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR *
2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
(2018 INTERNATIONAL BUILDING CODE, VOL. 1 & 2, AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
(2017 NATIONAL ELECTRICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
(2018 IAPMO UNIFORM MECHANICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
(2018 IAPMO UNIFORM PLUMBING CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 CCR
2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
(2018 INTERNATIONAL FIRE CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
(2018 INTERNATIONAL EXISTING BUILDING CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

PARTIAL LIST OF APPLICABLE STANDARDS
NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE (CA AMENDED): 2016 EDITION
NFPA 720 STANDARD FOR THE INSTALLATION OF CARBON MONOXIDE DETECTION AND WARNING EQUIPMENT; 2016 EDITION
NFPA 80 STANDARD FOR FIRE DOORS AND OTHER OPENING PROTECTIVES; 2016 EDITION
UL 464 AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES; 2003 EDITION
UL 521 STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS; 1999 EDITION
UL 1971 STANDARD FOR SIGNALING DEVICES FOR THE HEARING IMPAIRED; 2002 EDITION (R2010)
ICC 300 STANDARD FOR BLEACHERS, FOLDING AND TELESCOPING SEATING AND GRANDSTANDS; 2017 EDITION

FOR A COMPLETE LIST OF APPLICABLE NFPA STANDARDS REFER TO 2019 CBC (SFM) CHAPTER 35 AND CALIFORNIA FIRE CODE CHAPTER 80.

SEE CALIFORNIA BUILDING CODE, CHAPTER 35, FOR STATE OF CALIFORNIA AMENDMENTS TO THE NFPA STANDARDS.

* FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CBC CHAPTER 33 AND CFC CHAPTER 33.

FIRE ALARM REQUIREMENTS

THE CONTRACTOR SHALL PROVIDE AND SUBMIT THE FIRE ALARM SHOP DRAWINGS TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION OF THE FIRE ALARM SYSTEM. THE SUBMITTAL SHALL CONTAIN THE FOLLOWING:

A. SHOP DRAWINGS: COMPLETE 1/8" SCALE FLOOR PLANS SHOWING ALL DEVICES, COMPONENTS, CONDUIT AND WIRING INDICATING A COMPLETE AND OPERABLE SYSTEM AS DESIGNED AND SPECIFIED. REPRODUCED COPIES OF BID SET FIRE ALARM PLANS ARE NOT ACCEPTABLE AS SHOP DRAWINGS. SHOP DRAWINGS MUST ALSO INDICATE DEVICE MOUNTING HEIGHTS, ROOM NAMES AND NUMBERS AND THE LOCATION OF ALL FIRE RATED WALLS.
B. ELECTRICAL CONTRACTOR'S AND FIRE ALARM SYSTEM INSTALLER'S NAME, ADDRESS, PHONE NUMBER AND C-10 LICENSE NUMBER
C. LIST OF SYSTEM COMPONENTS, EQUIPMENT AND DEVICES, INCLUDING MANUFACTURERS' MODEL NUMBER(S) AND CALIFORNIA STATE FIRE MARSHALL LISTING NUMBERS.
D. ORIGINAL COPIERS OF MANUFACTURERS' SPECIFICATION SHEETS FOR ALL EQUIPMENT AND DEVICES INDICATED.
E. VOLTAGE DROP CALCULATIONS -- INCLUDE THE FOLLOWING INFORMATION FOR THE WORST CASE:
   1. POINT-TO-POINT OR OHMS LAW CALCULATIONS.
   2. IDENTIFICATION OF ZONE USED IN CALCULATIONS.
   3. VOLTAGE DROP PERCENT (NOT TO EXCEED MANUFACTURERS' REQUIREMENTS).
      a. NOTE: IF VOLTAGE DROP EXCEEDS 10%, INDICATE MANUFACTURERS' LISTED OPERATING RANGE(S) OR EQUIPMENT AND DEVICES.
   4. NOTE CIRCUIT NUMBER FOR WORST CASE CALCULATION.
F. BATTERY TYPE(S), AMPS HOURS AND LOAD CALCULATIONS -- INCLUDE THE FOLLOWING INFORMATION:
   1. NORMAL OPERATION: 100% OF APPLICABLE DEVICES FOR 24 HOURS + CONTROL PANEL AMPS PLUS LIST OF AMPS PER DEVICE WHICH DRAW POWER FROM THE PANEL DURING STANDBY POWER -- I.E.:
      a. ZONE MODULES
      b. DETECTORS
      c. OTHER DEVICES (IDENTIFY)
   2. ALARM CONDITION: 100% OF APPLICABLE DEVICES FOR 15 MINUTES = CONTROL PANEL AMPS PLUS LIST OF AMPS PER DEVICE WHICH DRAW POWER FROM THE PANEL DURING STANDBY POWER -- I.E.:
      a. ZONE MODULES
      b. SIGNAL MODULES
      c. DETECTORS
      d. SIGNAL DEVICES
      e. ANNUNCIATOR
      f. OTHER DEVICES (IDENTIFY)
   3. NORMAL OPERATION + ALARM OPERATION
      a. TOTAL AMP HOURS REQUIRED.
      b. TOTAL AMP HOURS PROVIDED.

DRAWING INDEX

SHEET	DESCRIPTION
FA0.00	FIRE ALARM SYMBOLS AND ABBREVIATIONS
FAS1.01	FIRE ALARM SITE PLAN
FA1.01	FIRE ALARM MULTI-PURPOSE, ADMIN,KINDERGARTEN BUILDINGS
FA1.02	FIRE ALARM CLASSROOM BLDGS B,C, AND D FLOOR PLANS
FA1.03	FIRE ALARM PORTABLES
FA5.01	FIRE ALARM RISER DIAGRAM
FA5.02	FIRE ALARM VOLTAGE DROP & BATTERY CALCULATIONS
FA6.01	FIRE ALARM DETAILS

TOTAL PAGES: 8

GENERAL NOTES

1. APPLICABLE STANDARD 2016, NFPA 72, as adopted and amended in CBC Chapter 35
2. INSTALLATION OF THE SYSTEMS SHALL NOT BE STARTED UNTIL DETAILED DESIGN DOCUMENTS AND SPECIFICATION, INCLUDING STATE FIRE MARSHAL LISTING NUMBERS FOR EACH COMPONENT OF THE SYSTEM, HAS BEEN APPROVED BY DSA.
3. UPON COMPLETION OF SYSTEM INSTALLATION, A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF A DSA PROJECT INSPECTOR.
4. A STAMPED SET OF APPROVED FIRE ALARM DESIGN DOCUMENTS SHALL BE ON THE JOB SITE AND USED FOR INSTALLATION.
5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE CODE OR RECOGNIZED STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF DSA AND THE ARCHITECT/ENGINEER OF THE PROJECT.
6. DSA, ARCHITECT/ENGINEER AND OWNER SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE FINAL INSPECTION AND /OR TESTING.
7. ALL PENETRATIONS THROUGH RATED ASSEMBLIES REQUIRING OPENING PROTECTION SHALL BE PROVIDED WITH A PENETRATION FIRE STOP SYSTEM AS IDENTIFIED IN CBC CHAPTER 7, UL OR OTHER APPROVED LAB TESTING CRITERIA. APPROVED TYPES OF MATERIALS SHALL BE IDENTIFIED WITHIN THE PROJECT SPECIFICATIONS WITHIN THE FIRE ALARM SECTION.
8. WALL MOUNTED VISIBLE NOTIFICATION DEVICES SHALL HAVE THEIR BOTTOMS MOUNTED AT 80" MINIMUM AND 96" MAXIMUM FROM FINISHED FLOOR.
9. WALL MOUNTED AUDIBLE NOTIFICATION DEVICES SHALL HAVE THEIR TOPS MOUNTED AT 90" MINIMUM AND 100" MAXIMUM FROM FINISHED FLOOR AND NO CLOSER THEN 6" TO A HORIZONTAL STRUCTURE.
10. AUDIBLE DEVICES SHALL PROVIDE A SOUND PRESSURE LEVEL OF 15 DECIBELS (dBA) ABOVE THE AVERAGE AMBIENT SOUND LEVEL OR FIVE dBA ABOVE THE MAXIMUM SOUND LEVEL HAVING A DURATION OF AT LEAST 60 SECONDS, WHICHEVER IS GREATER, IN EVERY OCCUPIABLE SPACE WITHIN THE BUILDING.
11. AUDIBLE DEVICES SHALL BE SYNCHRONIZED TEMPORAL CODE 3 PATTERN.
12. THE CONTRACTOR SHALL ADJUST/INSTALL ALL DEVICES TO MAXIMIZE PERFORMANCE AND TO MINIMIZE FALSE ALARMS.
13. VISIBLE DEVICES SHOULD NOT EXCEED TWO FLASHES PER SECOND AND SHOULD NOT BE SLOWER THAN ONE FLASH EVERY SECOND. THE DEVICE SHALL HAVE A PULSING LIGHT SOURCE NOT LESS THAN 15 CANDELLA. VISIBLE DEVICES WITHIN 55' FROM EACH OTHER SHALL BE SYNCHRONIZED.
14. UNDERGROUND AND EXTERIOR CONDUITS TO HAVE WATER TIGHT FITTINGS AND WIRE TO BE APPROVED FOR WET LOCATIONS.
15. ALL FIRE ALARM WIRING SHALL BE FPLOR FPLP (FIRE POWER LIMITED OR FIRE POWER LIMITED PLENUM) AS REQUIRED FOR APPLICATION. WIRING IN CONDUIT ABOVE GROUND MAY BE TYPE THHN OR THWN.
16. PER CEC STANDARDS, ALL WIRING IS TO BE PULLED THROUGH EACH JUNCTION BOX AND CONNECTED DIRECTLY TO EACH FIRE DEVICE. DO NOT SPLICE THE WIRE. ALL BOXES TO BE SIZED PER CEC.
17. SMOKE DETECTORS SHALL NOT BE ANY CLOSER THAN 1' FROM FIRE SPRINKLERS OR 3' FROM ANY SUPPLY DIFFUSER. IN AREA OF CONSTRUCTION OR POSSIBLE DAMAGE/CONTAMINATION ON NEWLY INSTALLED FIRE ALARM, DEVICES SHALL BE COVERED UNTIL THAT AREA IS READY TO BE TURNED OVER TO THE OWNER.
18. ALL FIRE ALARM CIRCUITS SHALL BE IN CONDUIT, SURFACE RACEWAY OR OPEN RUN ABOVE CEILINGS, UNDER FLOORS AND IN WALLS IN A NEAT AND PROTECTED MANOR AS INDICATED ON DESIGN DOCUMENTS.
19. EXPOSED CIRCUITS ARE ONLY PERMITTED WHEN NOTED AS EXPOSED ON DESIGN DOCUMENTS.
20. FIRE ALARM PANEL, REMOTES, AND COMPONENTS SHALL BE SECURED TO MOUNTING SURFACES PER MANUFACTURERS SPECIFICATIONS. NO SINGLE DEVICE SHALL EXCEED 20 LBS. WITHOUT SPECIAL MOUNTING DETAILS.
21. A DEDICATED BRANCH CIRCUIT SHALL BE PROVIDED FOR FIRE ALARM EQUIPMENT. THIS CIRCUIT SHALL BE ENERGIZED FROM THE COMMON USE AREA PANEL AND SHALL HAVE NO OTHER OUTLETS. THE BREAKER SHALL HAVE A RED LOCKING DEVICE TO BLOCK THE HANDLE IN THE "ON" POSITION. THE CIRCUIT BREAKER SHALL BE LABELED "FIRE ALARM CIRCUIT CONTROL " CIRCUIT ID TO BE LABELED AT FIRE PANEL/EXTENDERS.
22. THE INSTALLING CONTRACTOR SHALL PROVIDE A COMPLETED "SYSTEM RECORD OF COMPLETION" PER NFPA 72, FIGURE 7.8.2.
23. FIRE ALARM CONTROL PANELS AND REMOTE ANNUNCIATORS SHALL BE INSTALLED WITH THEIR BOTTOMS MOUNTED AT 48" ABOVE THE FINISHED FLOOR.
24. MICROPHONES ASSOCIATED WITH EMERGENCY VOICE ALARM COMMUNICATION SYSTEMS (EVAC) SHALL BE ACCESSIBLE FOR USE, INSTALLED IN COMPLIANCE WITH CBC SECTIONS 11B-305 AND 11B-308.
25. THE INSTALLING CONTRACTOR SHALL PROVIDE SYSTEM SUPERVISORY MONITORING PER CBC SECTION 901.6.2.
26. SUPERVISORY MONITORING SHALL BE TESTED AND VERIFIED AS SENDING CORRECT SIGNALS IN CONJUNCTION WITH FINAL ACCEPTANCE TEST.
27. OWNER SHALL BE RESPONSIBLE FOR ESTABLISHING A FIRE SYSTEM MONITORING CONTRACT OR PROVISIONS.
28. ALL CARBON MONOXIDE SIGNALS SHALL SOUND A FOUR-PULSE TEMPORAL PATTERN PER NFPA 720, 5.8.6.5.1.
29. ALL EQUIPMENT SHALL BE U.L. AND C.S.F.M. LISTED.
30. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS TO AREAS THAT REQUIRE ACCESS FOR ATTIC HEAT DETECTOR, SERVICING, TROUBLESHOOTING, ETC.
31. DO NOT DEVIATE FROM CONDUIT RUNS AS SHOWN ON FLOOR PLANS WITHOUT PRIOR APPROVAL FROM SYSTEM SUPPLIER. FACTORS SUCH AS EXCESSIVE VOLTAGE DROP, ADDITIONAL PARTS, ENGINEERING, ETC., THAT ARE A RESULT OF CONDUIT RUN DEVIATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
32. ALL FAN SHUTDOWN FUNCTIONS, DAMPER CLOSURES, AND ASSOCIATED MECHANICAL SYSTEM FIRE ALARM INTERFACE SHALL BE BY MECHANICAL CONTRACTOR.
33. ALL DUCT SMOKE DETECTORS SHALL BE MOUNTED BY THE MECHANICAL CONTRACTOR. DUCT SMOKE DETECTORS EXPOSED TO THE WEATHER SHALL BE WEATHER PROTECTED BY THE MECHANICAL CONTRACTOR. ALL AIR VELOCITY TESTING SHALL BE PERFORMED BY THE MECHANICAL CONTRACTOR.
34. ALL 120VAC POWER REQUIREMENTS FOR THE FIRE ALARM SYSTEM SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR AND SHALL MEET ALL REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
35. ALL FIRE ALARM DEVICE BACKBOXES, FIRE ALARM TERMINAL CABINETS, GUTTERS, JUNCTION BOXES, AND ASSOCIATED CONDUITS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED. REFER TO FIRE ALARM SYMBOL LIST AND/OR MOUNTING DETAILS FOR ADDITIONAL INFORMATION. SYSTEM SUPPLIER PROVIDED BACKBOXES SHALL BE INSTALLED BY ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED.
36. SMOKE DETECTOR TESTING SHALL BE ACCOMPLISHED PER THE MANUFACTURER'S INSTRUCTIONS.
37. ALL WIRING, INITIATING DEVICES AND ANNUNCIATOR PANEL SHALL BE SUPERVISED TO THE PRINCIPAL POINT OF ANNUNCIATION. THE FIRE ALARM CONTROL PANEL TO SUPERVISE THE ANNUNCIATOR PANEL, ALL INITIATING AND INDICATING DEVICE CIRCUITS.
38. ALL WIRING SHALL BE CUT FOR IN AND OUT. WIRING SHALL NOT BE LOOPED THROUGH DEVICES.
39. POINT, COMMON ANNUNCIATION, AND T-TAPPING ARE PROHIBITED.
40. PROVIDE 3/4" CONDUIT FROM FIRE ALARM CONTROL PANEL TO TELEPHONE BACKBOARD FOR OWNER PROVIDED CENTRAL STATION MONITORING.
41. ALL CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED.
42. ALL FLOW SWITCHES SHALL BE 2 WIRE WITH NON-ELECTRONIC RETARD TYPE SIMILAR TO THE SYSTEM SENSOR MODEL "WFD SERIES" ONLY.
43. ALL DEVICES IN THE ALARM SYSTEM SHALL BE COMPATIBLE AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
44. FIRE ALARM SYSTEM SHALL BE UL LISTED (ULUS).
45. CBC 907.6.5.3 (SFM AMENDMENT) REQUIRES FIRE ALARM TO... "TRANSMIT THE ALARM, SUPERVISORY AND TROUBLE SIGNALS TO AN APPROVED SUPERVISORY STATION IN ACCORDANCE WITH NFPA 72. THE SUPERVISORY STATION SHALL BE LISTED AS EITHER UL/FX (CENTRAL STATION) OR ULUS (REMOTE AND PROPRIETARY) BY THE UNDERWRITERS LABORATORY INC. (UL) OR OTHER APPROVED LISTING AND TESTING LABORATORY OR SHALL COMPLY WITH THE REQUIREMENTS OF STANDARD, FM 3011)."
46. SUBSTITUTION OF SYSTEM COMPONENTS OR MANUFACTURER WILL REQUIRE THE CONTRACTOR TO SEPARATELY OBTAIN APPROVAL WITH THE CSFM AT CONTRACTOR'S EXPENSE AND SHALL MEET ALL REQUIREMENTS OF THE SYSTEM AS DESIGNED AND PRE-APPROVED. ALL PROPOSED SUBSTITUTIONS SHALL BE LISTED WITH THE CALIFORNIA STATE FIRE MARSHAL.
47. FINAL ACCEPTANCE TEST TO INCLUDE TESTING THE CONNECTION BETWEEN THE FIRE ALARM PANEL AND THE SUPERVISING STATION.
47. COORDINATE WITH THE ENGINEER FOR USE OF EXISTING CONDUIT ON A CASE BY CASE BASIS.
48. PRIOR TO DEMOLITION, CONTRACTOR SHALL TEST THE INTERCOM SYSTEM TO ENSURE FULL FUNCTIONALITY. GENERATE A LIST OF FAULTY EQUIPMENT AND PROVIDE TO THE OWNER AND THE ARCHITECT. PROVIDE PRICING FOR ANY REQUIRED EQUIPMENT REPAIRS OR REPLACEMENT.
49. CONTRACTOR SHALL DISCONNECT EXISTING FIRE ALARM SYSTEM FROM THE EXISTING INTERCOM SYSTEM. ENSURE THE INTERCOM SYSTEM IS COMPLETELY FUNCTIONAL AFTER DISCONNECTION.
50. CONTRACTOR SHALL CLEARLY MARK THE ABANDON SECTION OF PUBLIC ADDRESS SYSTEM.
51. PROVIDE A FIRE ALARM DOCUMENTATION CABINET PER NFPA72,7.7.
52. FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CBC CHAPTER 33 AND CFC CHAPTER 33.
53. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE DSA APPROVED DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATION CHANGE DOCUMENT, OR A SEPERATE SET OF PLANS AND SPECIFICATIONS,DETAILING AND SPECIFYING THE REQUIRED REPAIR WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE REPAIR WORK (CAC 4-317(C)).
54. CHANGES TO THE DIVISION OF THE STATE ARCHITECT -APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENTS FOR CHANGES TO THE STRUCTURAL, ACCESSIBILITY OR FIRE -SAFETY PORTIONS OF THE PROJECT. CHANGES SHALL BE SUBMITTED TO AND APPROVED BY DSA PRIOR TO COMMENCEMENT OF THE WORK SHOWN THEREON CAC 4-338(C)).
55. PROJECT INSPECTOR TO APPROVE SYSTEM VOICE-EVACUATION INTELLIGIBILITY DURING TESTING PHASE.
56. CONTRACTOR SHALL PROVIDE ALL CABLING, RELAYS, MOUNTING HARDWARE AND ANY OTHER DEVICES (FIRE ALARM SYSTEM DEVICES) TO PROVIDE A FULLY FUNCTIONING FIRE ALARM OVERRIDE SYSTEM. WHEN FIRE ALARM CEASES, EACH LOCAL SOUND SYSTEM SHALL AUTOMATICALLY REVERT TO NORMAL OPERATION. FIRE ALARM MODULES AND CABLING BY FIRE ALARM CONTRACTOR.
57. FOR ALL HEAT DETECTORS THAT ARE LOCATED ABOVE CEILING/ATTIC SPACES, CONTRACTOR SHALL PROVIDE STICKER AND LABEL "HD" AT THE REFLECTED CEILING DIRECTLY BELOW THE DEVICE TO INDICATE LOCATION.
58. NOTIFIC



GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)

2. MOUNT CO/SMOKE DETECTORS AT LEAST 3 FEET AWAY FROM SUPPLY AIR DIFFUSERS.

3. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.

4. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.

5. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.

KEY NOTES

1. EXTEND NEW CONDUITS AND WIRES TO EXISTING PULLBOX LOCATION AS SHOWN. FIELD MAY VERIFY THE EXACT LOCATIONS.
2. EXISTING PULLBOX, CONDUITS TO REMAIN AND BE PROTECTED IN PLACE.
3. PROVIDE NEW FIRE ALARM WEATHERPROOF SPEAKER DEVICE AS SHOWN.
4. PROVIDE NEW FIRE ALARM CONTROL PANEL, FIRE ALARM POWER SUPPLY, TERMINAL CABINEL AND AMPLIFIER AS SHOWN OF THE MDF ROOM AS SHOWN.
5. PROVIDE FIRE ALARM POWER SUPPLY AND TERMINAL CABINET AS SHOWN.
6. PROVIDE FIRE ALARM ANNUNCIATOR AS SHOWN.

BUILDING INFORMATION

MULTI PURPOSE:
OCCUPANCY: A2:1
CONSTRUCTION TYPE: V- 1HOUR, SINGLE STORY

ADMINISTRATION:
OCCUPANCY: B
CONSTRUCTION TYPE: V- 1HOUR, SINGLE STORY

CLASSROOM - BUILDING B:
OCCUPANCY: E-1
CONSTRUCTION TYPE: V- NON-RATED, SINGLE STORY

CLASSROOM - BUILDING C:
OCCUPANCY: E-1
CONSTRUCTION TYPE: V- NON-RATED, SINGLE STORY

CLASSROOM - BUILDING D:
OCCUPANCY: E-1
CONSTRUCTION TYPE: V- NON- RATED, SINGLE STORY

KINDERGARTEN - BUILDING K:
OCCUPANCY: E-1
CONSTRUCTION TYPE: V- NON-RATED, SINGLE STORY

RELOCATABLE BUILDINGS (EAST):
OCCUPANCY: E-1
CONSTRUCTION TYPE: V- NON-RATED, SINGLE STORY

RELOCATABLE BUILDINGS (WEST):
OCCUPANCY: E-1
CONSTRUCTION TYPE: V- NON-RATED, SINGLE STORY

1 FIRE ALARM SITE PLAN
1" = 30'-0"

FILE NO. APPL.

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-121730 INC:
REVIEWED FOR
SS ☐ FLS ☑ ACS ☐
DATE: 11/04/2021

PBKWLC

ARCHITECTURE
RANCHO CUCAMONGA
8163 Rochester Ave, Suite 100
Rancho Cucamonga, CA 91730
909-937-9200 P
909-937-6161 F
PBK.com

EW WARD ELEMENTARY SCHOOL
8851 ADOREE ST.
DOWNEY, CA 90242
DSA SET

DUSD

PORTABLES
D
C
B
A
K
KEY PLAN
NORTH: PLAN TRUE

ENGINEER
REGISTERED PROFESSIONAL ENGINEER RONALD C. DELA CRUZ No. E 23576 10-31-2021 ELECTRICAL STATE OF CALIFORNIA
SIGNED: 10-22-2021

ARCHITECT

CLIENT
DUSD
PROJECT NUMBER
P2112600ME
DATE: 08/20/2021
DRAWN BY: Author
CHECKED BY: Checker
REVISIONS

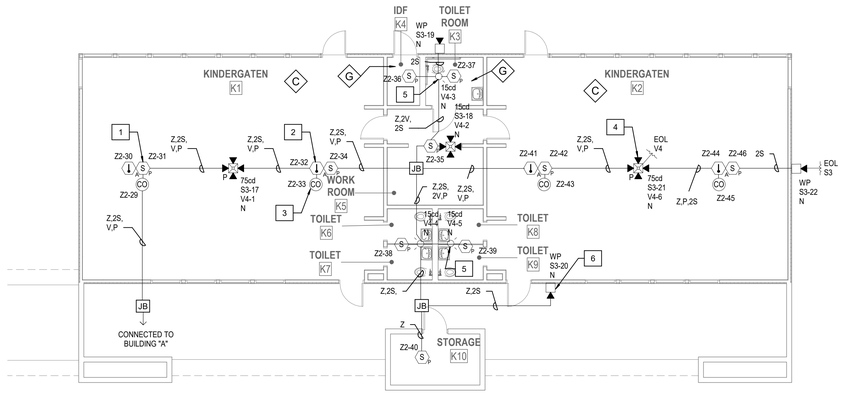
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FIRE ALARM SITE PLAN

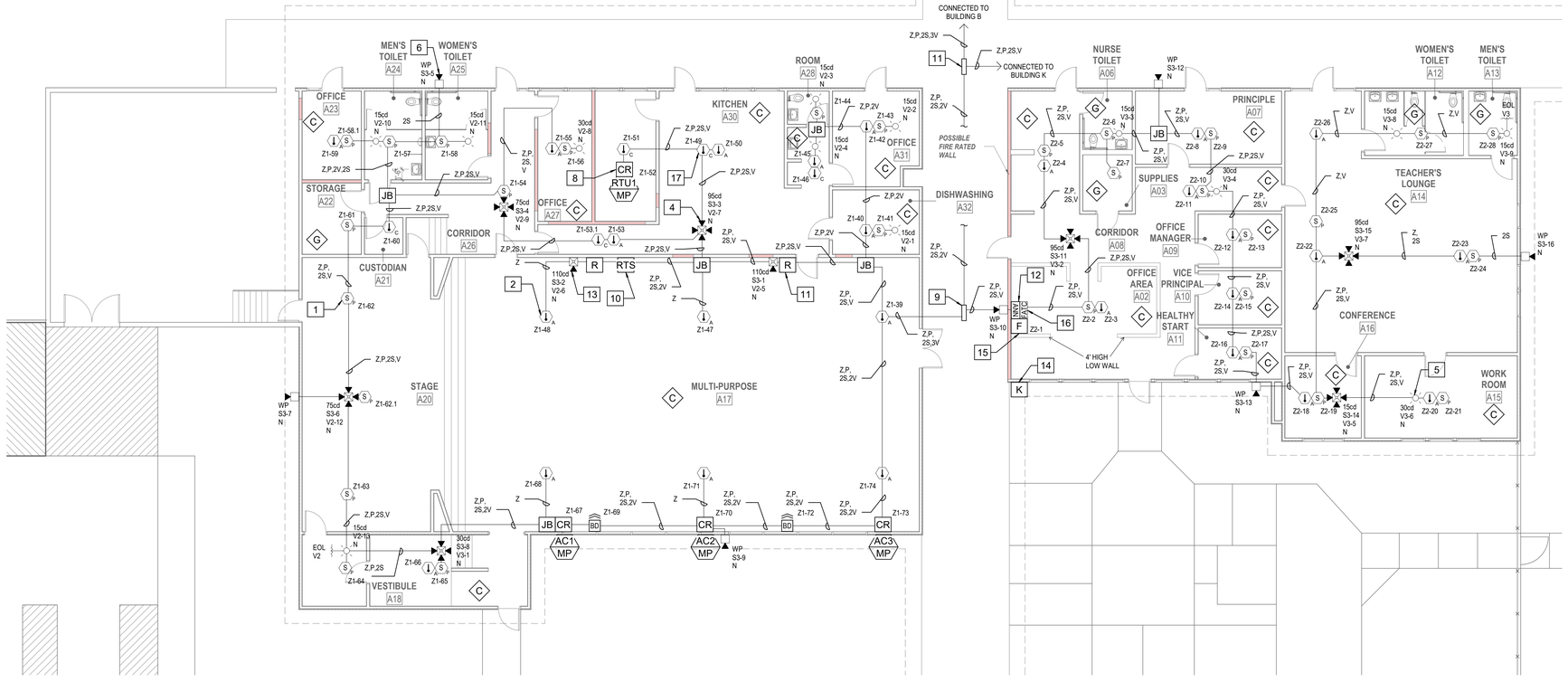
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2 KINDERGARTEN - BUILDING K FLOOR PLAN

1/8" = 1'-0"



1 MULTI-PURPOSE-ADMIN - BUILDING A FLOOR PLAN

1/8" = 1'-0"

GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)
2. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.
3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
5. DEMOLISH AND REMOVE ALL THE EXISTING FIRE ALARM DEVICES WHETHER SHOWN ON THE PLAN OR NOT AND REPLACE WITH BLACK COVER PLATES IF NECESSARY. DISCONNECT AND REMOVE ALL THE EXISTING CABLES BACK TO CONTROL PANEL. REUSE ALL THE EXISTING CONDUITS AS MUCH AS POSSIBLE (FIELD VERIFY LOCATIONS).REUSE EXISTING DEVICE LOCATION AS MUCH AS POSSIBLE.
6. EXISTING FIRE ALARM SYSTEM SHALL BE OPERTIONAL UNTIL NEW SYSTEMS ARE FULLY FUNCTIONAL.
7. FOR ALL HEAT DETECTORS THAT ARE LOCATED ABOVE CEILING/ATTIC SPACES, CONTRACTOR SHALL PROVIDE STICKER AND LABEL "HD" AT THE REFLECTED CEILING DIRECTLY BELOW THE DEVICE TO INDICATE LOCATION.
8. NOTIFICATION APPLIANCES USED FOR SIGNALING OTHER THAN FIRE SHALL NOT HAVE THE WORD "FIRE" OR ANY FIRE SYMBOL, IN ANY FORM (I.E., STAMPED, IMPRINTED, ETC.) ON THE APPLIANCE VISIBLE TO THE PUBLIC. NOTIFICATION APPLIANCES WITH MULTIPLE VISIBLE ELEMENTS SHALL BE PERMITTED TO HAVE FIRE MARKING ONLY ON THOSE VISIBLE ELEMENTS USED FOR FIRE SIGNALING. PER NFPA 72, 18.3.3.2/ NFPA 720, 6.3.3.2/ IR 9-2, 5.4.4 & 5.4.5.
9. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS TO AREAS THAT REQUIRE ACCESS FOR ATTIC HEAT DETECTOR, SERVICING, TROUBLESHOOTING, ETC.

CEILING TYPE KEY NOTES

- G — GYPSUM BOARD OVER EXISTING CEILING FINISH.
- C — 2X4 SUSPENDED CEILING GRID.

* UNLESS NOTED/ SHOWN ON THE PLAN, ALL EXISTING CEILINGS ARE PLASTER FINISH.

* REFERENCE A#03-105311, IF REQUIRED.

KEY NOTES

1. PROVIDE FIRE ALARM ADDRESSABLE SMOKE DETECTOR AS SHOWN (TYP).
2. PROVIDE FIRE ALARM ADDRESSABLE ATTIC HEAT DETECTOR AS SHOWN (TYP).
3. PROVIDE FIRE ALARM CARBON MONOXIDE DETECTOR AS SHOWN (TYP).
4. PROVIDE FIRE ALARM CEILING MOUNTED SPEAKER STROBE AS SHOWN (TYP).
5. PROVIDE FIRE ALARM CEILING MOUNTED STROBE DEVICE AS SHOWN (TYP).
6. PROVIDE FIRE ALARM WALL MOUNTED WEATHERPROOF SPEAKER DEVICE AS SHOWN (TYP).
7. PROVIDE NEW FIRE ALARM POWER SUPPLY PANEL AND NEW FIRE ALARM TERMINAL CABINET AS SHOWN.
8. PROVIDE FIRE ALARM CONTROL RELAYS TO SHUT DOWN THE MECHANICAL UNITS AS SHOWN (TYP).
9. REUSE EXISTING PULLBOX AND CONDUITS FOR FIRE-ALARM LOCATED AT THE TOP OF THE CANOPY AS SHOWN (TYP). FIELD MAY VERIFY THE EXACT LOCATIONS.
10. PROVIDE BEAM DETECTOR REMOTE TEST SWITCH AS SHOWN. LAYOUT SWITCHES TO REPRESENT ACTUAL BEAM DETECTOR LOCATIONS. PROVIDE RACEWAY WITH 18/5 TO EACH BEAM DETECTOR. PROVIDE PLAQUE WITH 1" LETTERS TO READ "BEAM DETECTOR TEST SWITCHES".
11. PROVIDE BEAM DETECTOR AND RECEIVER AS SHOWN (TYP).
12. PROVIDE FIRE ALARM ANNUNCIATOR AS SHOWN.
13. PROVIDE WALL MOUNTED SPEAKER STROBES AS SHOWN.
14. PROVIDE NEW KNOX AS SHOWN. IT WILL NOT BE MONITORED BY FIRE ALARM SYSTEM.
15. PROVIDE FIRE ALARM ADDESSABLE PULL STATION AS SHOWN NEXT TO THE NEW ANNUNCIATOR PANEL AS SHOWN.
16. PROVIDE NEW FIRE ALARM TERMINAL CABINET AS SHOWN.
17. PROVIDE CEILING MOUNTED HEAT DETECTOR AS SHOWN (TYP).

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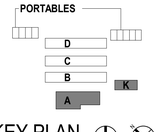
EW WARD ELEMENTARY SCHOOL

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DSA SET

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PORTABLES



KEY PLAN NORTH: PLAN TRUE

ENGINEER

REGISTERED PROFESSIONAL ENGINEER RONALD C DELA ROSA No. E 23576 ELECTRICAL STATE OF CALIFORNIA

ARCHITECT SIGNED: 10-22-2021

CLIENT
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REVISIONS

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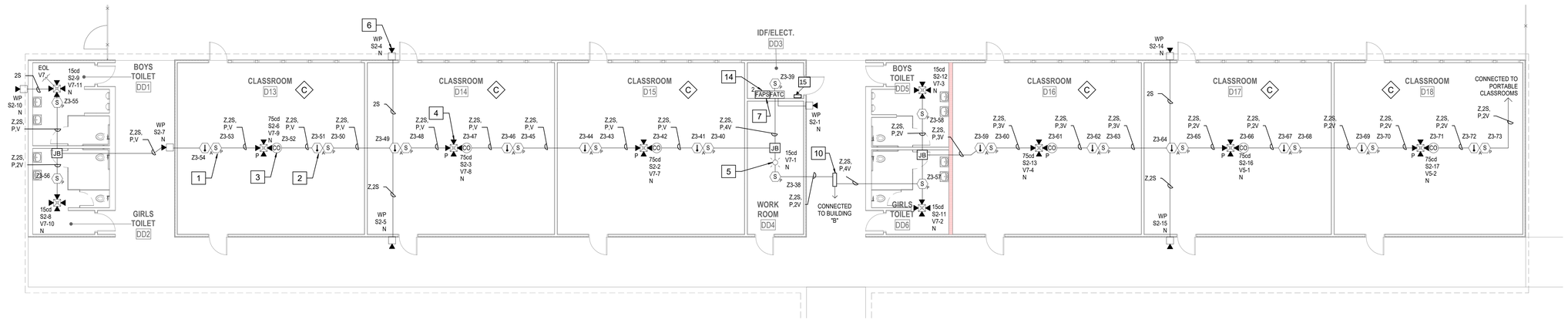
FIRE ALARM MULTI-PURPOSE, ADMIN,KINDERGARTEN BUILDINGS

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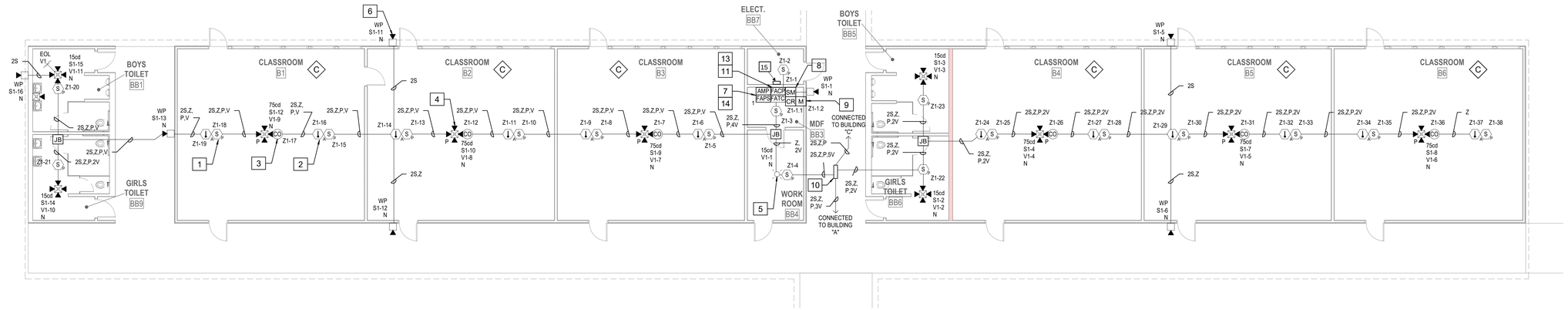
3 CLASSROOM D FLOOR PLAN

1/8" = 1'-0"



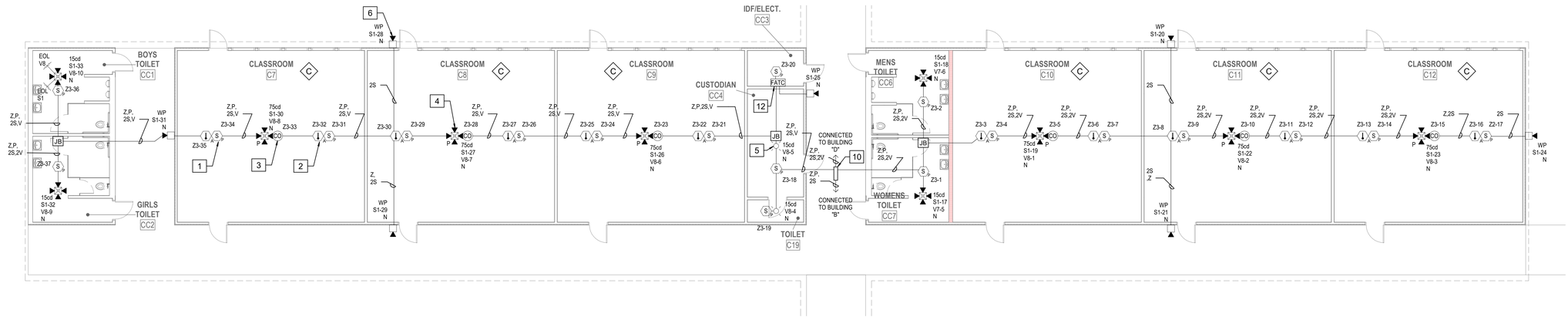
2 CLASSROOM C FLOOR PLAN

1/8" = 1'-0"



1 CLASSROOM B FLOOR PLAN

1/8" = 1'-0"



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2. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.
3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
5. DEMOLISH AND REMOVE ALL THE EXISTING FIRE ALARM DEVICES WHETHER SHOWN ON THE PLAN OR NOT AND REPLACE WITH BLACK COVER PLATES IF NECESSARY. DISCONNECT AND REMOVE ALL THE EXISTING CABLES BACK TO CONTROL PANEL. REUSE ALL THE EXISTING CONDUITS AS MUCH AS POSSIBLE (FIELD VERIFY LOCATIONS).REUSE EXISTING DEVICE LOCATION AS MUCH AS POSSIBLE.
6. EXISTING FIRE ALARM SYSTEM SHALL BE OPERTIONAL UNTIL NEW SYSTEMS ARE FULLY FUNCTIONAL.
7. FOR ALL HEAT DETECTORS THAT ARE LOCATED ABOVE CEILING/ATTIC SPACES, CONTRACTOR SHALL PROVIDE STICKER AND LABEL "HD" AT THE REFLECTED CEILING DIRECTLY BELOW THE DEVICE TO INDICATE LOCATION.
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9. ELECTRICAL CONTRACTOR SHALL FURNISH ACCESS PANELS TO AREAS THAT REQUIRE ACCESS FOR ATTIC HEAT DETECTOR, SERVICING, TROUBLESHOOTING, ETC.

CEILING TYPE KEY NOTES

C 2X4 SUSPENDED CEILING GRID.

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* REFERENCE A#03-105311, IF REQUIRED.

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3. PROVIDE FIRE ALARM CARBON MONOXIDE DETECTOR AS SHOWN (TYP).
4. PROVIDE FIRE ALARM CEILING MOUNTED SPEAKER STROBE AS SHOWN (TYP).
5. PROVIDE FIRE ALARM CEILING MOUNTED STROBE DEVICE AS SHOWN (TYP).
6. PROVIDE FIRE ALARM WALL MOUNTED WEATHERPROOF SPEAKER DEVICE AS SHOWN (TYP).
7. PROVIDE NEW FIRE ALARM POWER SUPPLY PANEL AND NEW FIRE ALARM TERMINAL CABINET AS SHOWN.
8. PROVIDE SUPERVISORY MONITOR MODULE TO MONITOR THE CONNECTION BETWEEN POWER SUPPLY AND FIRE ALARM CONTROL PANEL AS SHOWN.
9. PROVIDE CONTROL RELAY AND MONITOR MODULE FOR FIRE ALARM OVERRIDE OF LOCAL SOUND SYSTEMS.
10. REUSE EXISTING NEMA 3R WEATHERPROOF PULLBOX FOR FIRE-ALARM AS SHOWN.
11. PROVIDE NEW FIRE ALARM CONTROL PANEL AND FIRE ALARM AMPLIFIER AS SHOWN.
12. PROVIDE NEW FIRE ALARM TERMINAL CABINET AS SHOWN.
13. CONTRACTOR TO EXTEND CIRCUIT FROM OLD FACP LOCATION TO THE NEW FACP, WITH 2#12, #12G, 3/4"C. PROVIDE LOCK-ON COVER ON EXISTING BREAKER LABELED "FIRE-ALARM" (PER NFPA 72 , 10.6.5.2).
14. PROVIDE 20A/1P BREAKER WITH RED LOCK-ON COVER LABELED "FIRE ALARM". ROUTE 2#12, 1 #12G, 3/4"C FROM EXISTING PANEL.CONTRACTOR SHALL VERIFY EXISTING CIRCUIT IN FIELD (PER NFPA 72 , 10.6.5.2).
15. EXISTING 120V PANEL LOCATION. FIELD MAY VERIFY THE EXACT LOCATIONS.

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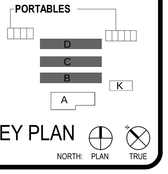
EW WARD ELEMENTARY SCHOOL

8851 ADOREE ST.
DOWNEY, CA 90242

DSA SET

DUSD

PORTABLES



KEY PLAN NORTH: PLAN TRUE

ENGINEER

REGISTERED PROFESSIONAL ENGINEER RONALD C DE LA CRUZ No. E 23576 Exp. 8-31-2023 ELECTRICAL STATE OF CALIFORNIA

SIGNED: 10-22-2021

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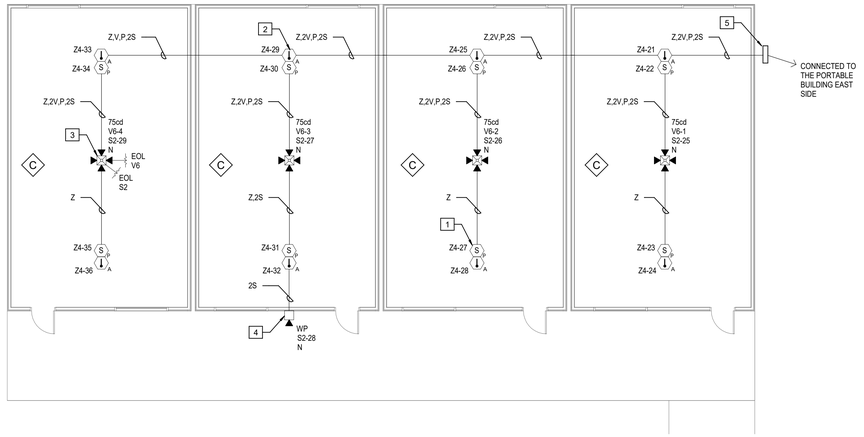
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FIRE ALARM CLASSROOM BLDGS B,C, AND D FLOOR PLANS

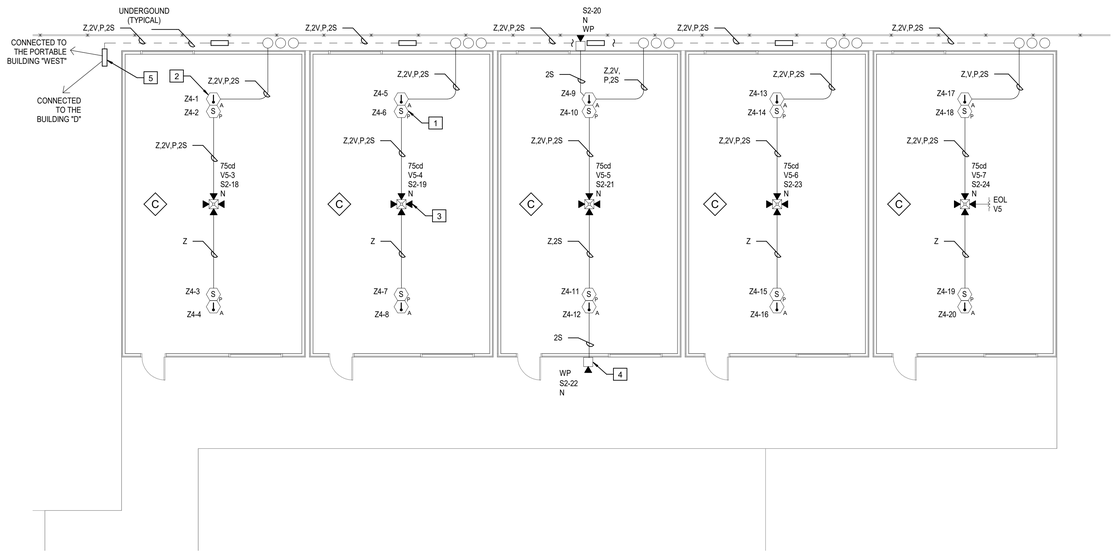
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2 FIRE ALARM PORTABLE PLAN (WEST)

1/8" = 1'-0"



1 FIRE ALARM PORTABLE PLAN (EAST)

1/8" = 1'-0"

GENERAL NOTES

1. ALL SPEAKER TAP SETTING SHALL BE SET AT 1/2 WATT FOR INTERIOR SPEAKER AND 2 WATT FOR EXTERIOR SPEAKERS UNLESS NOTED OTHERWISE (U.N.O.)
2. PROVIDE 24 VDC POWER FROM FACP TO ALL CO DETECTOR BASES.
3. RUN FIRE ALARM CABLES IN CONDUIT CONCEALED IN WALLS AND CEILING WHEN POSSIBLE. EXPOSED CONDUITS ARE NOT ACCEPTABLE.
4. SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS PER CBC 907.2.11.8.
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CEILING TYPE KEY NOTES

C 2X4 SUSPENDED CEILING GRID.

* UNLESS NOTED/ SHOWN ON THE PLAN, ALL EXISTING CEILINGS ARE PLASTER FINISH.

KEY NOTES

1. PROVIDE FIRE ALARM ADDRESSABLE SMOKE DETECTOR AS SHOWN (TYP).
2. PROVIDE FIRE ALARM ADDRESSABLE ATTIC HEAT DETECTOR AS SHOWN (TYP).
3. PROVIDE FIRE ALARM CEILING MOUNTED SPEAKER STROBE AS SHOWN (TYP).
4. PROVIDE FIRE ALARM WALL MOUNTED WEATHERPROOF SPEAKER DEVICE AS SHOWN (TYP).
5. REUSE EXISTING UNDERGROUND PULLBOX FOR FIRE-ALARM AS SHOWN (TYP).

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KEY PLAN NORTH: PLAN TRUE

ENGINEER

REGISTERED PROFESSIONAL ENGINEER
RONALD C DE LA ROSA
No. E 23576
EXP. 6-30-2021
ELECTRICAL
STATE OF CALIFORNIA

SIGNED: 10-22-2021

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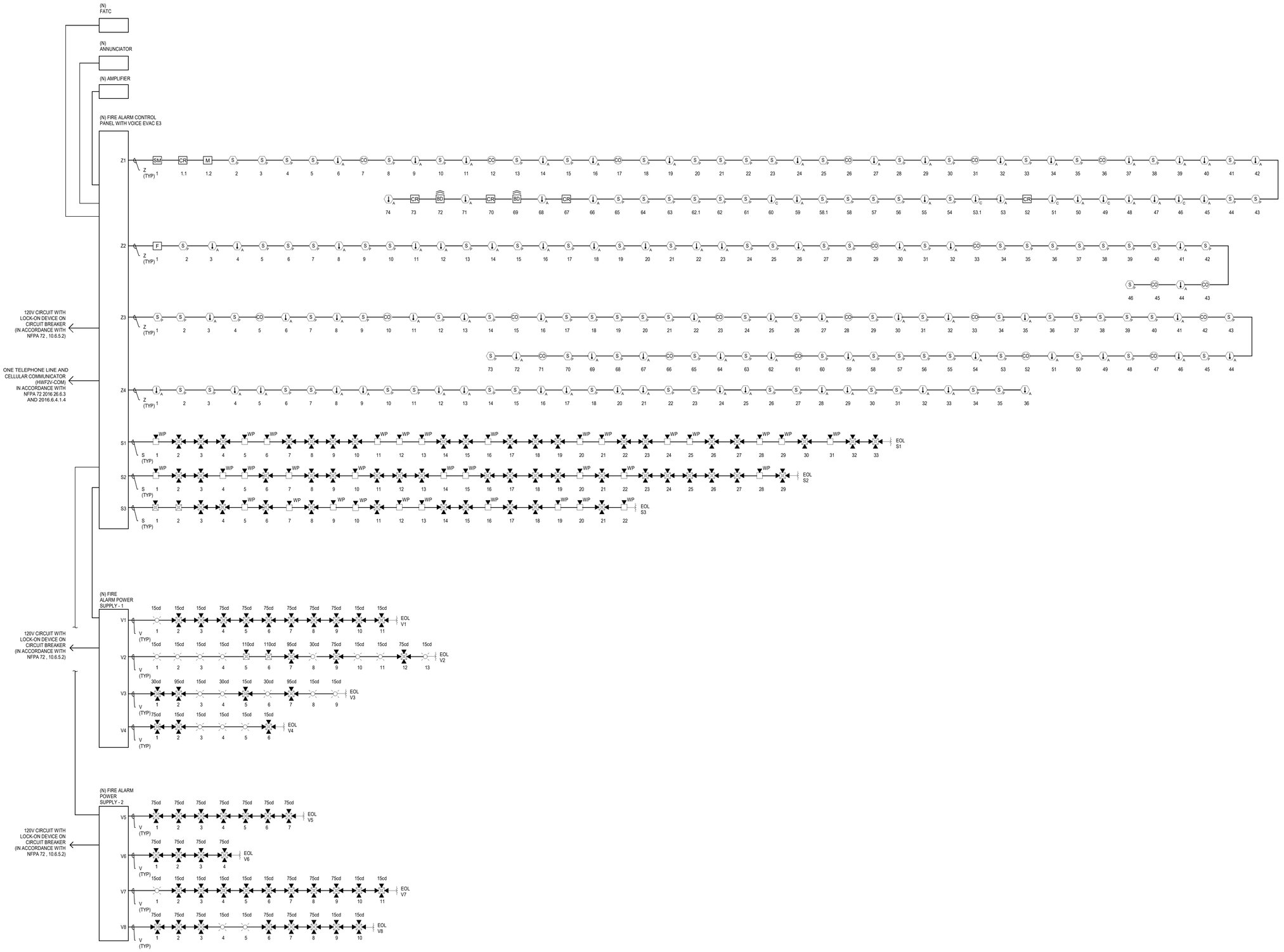
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FIRE ALARM PORTABLES

FA1.03

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1 FIRE ALARM RISER DIAGRAM
NOT TO SCALE

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FIRE ALARM RISER DIAGRAM

FA5.01

FACP BATTERY CALCULATION SHEET

FACP - FCI E3 WITH VOICE EVAC
LOCATION: BUILDING B

QUANTITY		UNIT STANDBY CURRENT(A)	TOTAL STANDBY CURRENT(A)	UNIT ALARM CURRENT(A)	TOTAL ALARM CURRENT(A)
1	MAIN BOARD	0.081000	0.081000	0.150000	0.150000
1	SUPPLEMENT BOARD	0.081000	0.081000	0.150000	0.150000
1	INTERFACE MAIN BOARD	0.050000	0.050000	0.091000	0.091000
1	INTERFACE SUPPLEMENT BOARD	0.050000	0.050000	0.091000	0.091000
1	120V POWER SUPPLY SUB-ASSEMPLY	0.050000	0.050000	0.050000	0.050000
1	DIGITAL COMMUNICATOR (DACT-E3)	0.018000	0.018000	0.018000	0.018000
1	ANNUNCIATOR	0.200000	0.200000	0.200000	0.200000
1	AMPLIFIER	0.103000	0.103000	0.140000	0.140000
1	FIRE PHONE CARD	0.053000	0.053000	0.075000	0.075000
1	AMPLIFIER CARD	0.052000	0.052000	0.315000	0.315000
112	SMOKE DETECTOR	0.000199	0.022288	0.002000	0.224000
89	HEAT DETECTOR	0.000199	0.017711	0.002000	0.178000
1	PULL STATION	0.000000	0.000000	0.003000	0.003000
22	CO DETECTOR	0.000300	0.006600	0.000300	0.006600
1	MONITOR MODULE	0.000350	0.000350	0.000350	0.000350
3	RELAY MODULE	0.000000	0.000000	0.006500	0.019500
2	BEAM SMOKE DETECTOR	0.014000	0.028000	0.015000	0.030000
1	SYNC.OUTPUT RELAY MODULE	0.003750	0.003750	0.006500	0.006500
	SUB TOTAL		0.817		1.748
	STANDBY CURRENT x 24 Hrs. (AH)		19.601AH		
	ALARM CURRENT x 15 MINUTES (AH)		0.437AH		
	TOTAL (AH)		20.038AH		
	25% DERATING		5.009AH		
	TOTAL DEMAND (AH)		25.047AH		
	BATTERY REQUIRED		55AH		

BATTERY CALCULATION SHEET

AMP-1
LOCATION: BUILDING B

QUANTITY		UNIT STANDBY CURRENT(A)	TOTAL STANDBY CURRENT(A)	UNIT ALARM CURRENT(A)	TOTAL ALARM CURRENT(A)
1	50 WATT AMPLIFIER	0.110	0.110	0.5810	0.5810
0	SPEAKER (1/4 W)	0.000	0.000	0.0035	0.0000
51	SPEAKER (1/2 W)	0.000	0.000	0.0071	0.3621
0	SPEAKER (1 W)	0.000	0.000	0.0142	0.0000
33	WP SPEAKER (2W)	0.000	0.000	0.0283	0.9339
	SUB TOTAL		0.110		1.877
	STANDBY CURRENT x 24 Hrs. (AH)		2.640AH		
	ALARM CURRENT x 15 MINUTES (AH)		0.469AH		
	TOTAL (AH)		3.109AH		
	25% DERATING		0.777AH		
	TOTAL DEMAND (AH)		3.887AH		
	BATTERY REQUIRED		7AH		

BATTERY CAPACITY CALCULATION SHEET

FAPS-1
LOCATION:

QUANTITY	Description	Unit Standby Current(A)	Total Standby Current(A)	Unit Alarm Current(A)	Total Alarm Current(A)
1	NAC TRIP		0.075	0.175	0.175
14	15cd ceiling strobes		0.000	0.071	0.994
3	30cd ceiling strobes		0.000	0.096	0.288
1	30cd wall speaker/strobe		0.000	0.083	0.083
2	110cd wall speaker/strobe		0.000	0.179	0.358
6	15cd ceiling speaker/strobe		0.000	0.071	0.426
1	30cd ceiling speaker/strobe		0.000	0.096	0.096
10	75cd ceiling speaker/strobe		0.000	0.153	1.530
3	95cd ceiling speaker/strobe		0.000	0.176	0.528
	Sub Total		0.075		4.478
	A - Battery Backup - Standby (Hour)	24			
	B - Battery Backup (minutes)	15			
	C - Allowable Error (%)	25			
	D - Total Standby Backup (Amp-Hour)	1.800			
	E - Total Alarm Backup (Amp-Hour)	1.120			
	F - Allowable Error (C x (D + E))	0.730			
	Total Amp-Hour Required (D + E + F)	3.649			
	Battery Submitted	7 Amp-Hour			

BATTERY CAPACITY CALCULATION SHEET

FAPS-2
LOCATION:

QUANTITY	Description	Unit Standby Current(A)	Total Standby Current(A)	Unit Alarm Current(A)	Total Alarm Current(A)
1	NAC TRIP		0.075	0.175	0.175
3	15cd ceiling strobes		0.000	0.071	0.213
8	15cd ceiling speaker/strobe		0.000	0.071	0.568
21	75cd ceiling speaker/strobe		0.000	0.153	3.213
	Sub Total		0.075		4.169
	A - Battery Backup - Standby (Hour)	24			
	B - Battery Backup (minutes)	15			
	C - Allowable Error (%)	25			
	D - Total Standby Backup (Amp-Hour)	1.800			
	E - Total Alarm Backup (Amp-Hour)	1.042			
	F - Allowable Error (C x (D + E))	0.711			
	Total Amp-Hour Required (D + E + F)	3.553			
	Battery Submitted	7 Amp-Hour			

STROBES WORST CASE VOLTAGE DROP

PANEL NAME	CIRCUIT NUMBER	CEILING STROBE 15cd 0.071	30cd 0.096	75cd 0.153	95cd 0.176	WALL SPEAKER/STROBE 15cd 0.060	30cd 0.083	75cd 0.136	95 0.155	110 0.179	CEILING SPEAKER/STROBE 15cd 0.071	30cd 0.096	75cd 0.153	95cd 0.176	TOTAL CURRENT (AMPS)	TOTAL DISTANCE (FEET)	TOTAL VOLTAGE DROP (%)	TOTAL DEVICES
FAPS-1	V1	1									4		6		1.273	460	8.07%	11
	V2	7	1							2			2	1	1.433	450	8.89%	13
	V3	3	2								1	1		2	0.924	600	7.64%	9
	V4	3									1		2		0.590	450	3.66%	6
TOTAL		14	3	0	0	0	0	0	0	2	6	1	10	3				
FAPS-2	V5												7		1.071	600	8.86%	7
	V6												4		0.612	750	6.33%	4
	V7	1									6		4		1.109	560	8.56%	11
	V8	2									2		6		1.202	520	8.61%	10
TOTAL		3	0	0	0	0	0	0	0	0	8	0	21	0				

SPEAKER CIRCUIT LOAD CALCULATION

MFG. REC. MAXIMUM LOSS IS: -0.5dB

AMPLIFIER#	SPEAKER CIRCUIT DESCRIPTION: CIRCUIT LOCATION	PANEL CIRCUIT NUMBER	WIRE GAUGE (18, 16,14 12)	CIRCUIT VOLTAGE (25 OR 70 VRMS)	APPLIANCES QUANTITIES / TAP VALUES: SPEAKER TAPPED AT 0.25 WATTS	SPEAKER TAPPED AT 0.5 WATTS	SPEAKER TAPPED AT 1 WATTS	SPEAKER TAPPED AT 2 WATTS	TOTAL CIRCUIT LOAD (WATT)	ESTIMATED CIRCUIT LENGTH (FEET)	ACTUAL WIRE/LOSS (dB)	MAXIMUM ALLOWABLE CKT, LENGTH (FEET)	TOTAL CIRCUIT RESISTANCE (OHMS)
AMP 1	BLDG.B, BLDG. C	S1	14 AWG	70		19		14	37.50	1250	-0.43	1,450	6.44
	PORTABLES BLDG. (EAST AND WEST), BLDG. D	S2	14 AWG	70		19		10	29.50	1500	-0.42	1,750	7.73
	BLDG A, MULTI PURPOSE ROOM, BLDG K	S3	14 AWG	70		12		10	26.00	1600	-0.40	2,000	8.24
	(SPARE)	S4	14 AWG	70					0.00				0.00
								TOTAL	93.00				

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DIV. OF THE STATE ARCHITECT
APP: 03-121730 INC:
REVIEWED FOR
SS ☐ FLS ☑ ACS ☐
DATE: 11/04/2021

PBKWLC

ARCHITECTURE
RANCHO CUCAMONGA
8163 Rochester Ave, Suite 100
Rancho Cucamonga, CA 91730
909-937-9200 P
909-937-6161 F
PBK.com

EW WARD ELEMENTARY SCHOOL
8851 ADOREE ST.
DOWNEY, CA 90242
DSA SET

PORTABLES
D
C
B
A
K
KEY PLAN
NORTH: PLAN TRUE

ENGINEER
REGISTERED PROFESSIONAL ENGINEER
RONALD C DELA CRUZ
No. E 23576
Exp. 9-30-22
ELECTRICAL
STATE OF CALIFORNIA
SIGNED: 10-22-2021

ARCHITECT

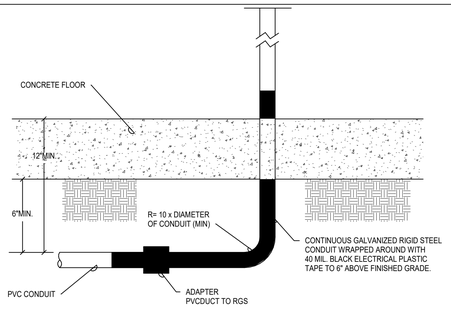
CLIENT
DUSD
PROJECT NUMBER
P2112600ME
DATE: 08/20/2021
DRAWN BY: Author
CHECKED BY: Checker
REVISIONS

No.	Description	Date

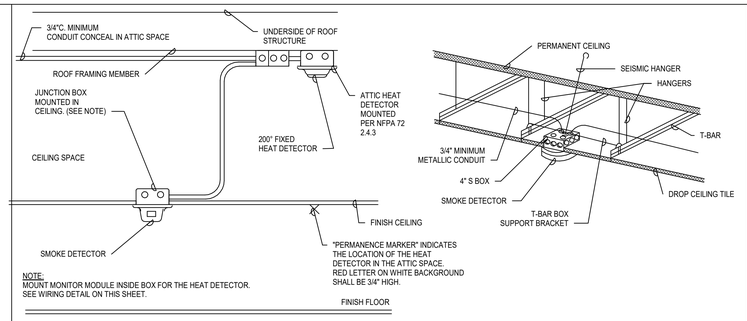
DSA SET

FIRE ALARM VOLTAGE DROP & BATTERY CALCULATIONS

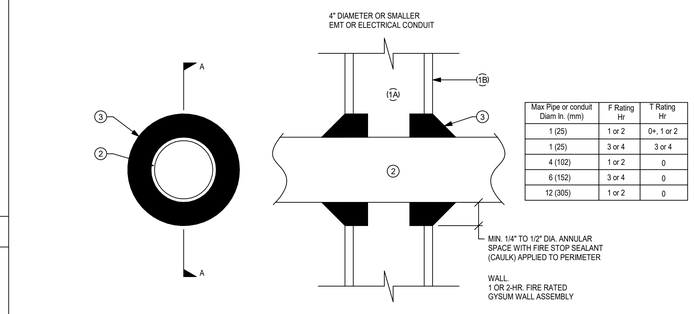
FA5.02



18 CONDUIT RISER DETAIL
NOT TO SCALE



16 DROP CEILING DEVICE INSTALLATION DETAIL
NOT TO SCALE



Max Pipe or conduit Diam In. (mm)	F Rating Hr	T Rating Hr
1 (25)	1 or 2	0+, 1 or 2
1 (25)	3 or 4	3 or 4
4 (102)	1 or 2	0
6 (152)	3 or 4	0
12 (305)	1 or 2	0

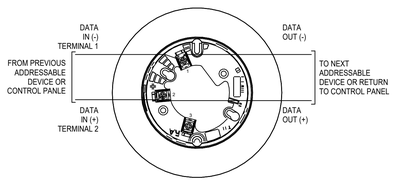
DETAIL NOTES:

1. WALL CONSTRUCTION:
   A. STEEL STUDS PER ARCHITECTURAL/STRUCTURAL.
   B. 5/8" TYPE x GYPSUM BOARD PER ARCHITECTURAL.
2. CONDUIT SIZE PER DRAWINGS.
3. FIRE STOP SYSTEM - ONE HOUR CAULK. APPLY TO INTERFACE WITH WALL SURFACE.

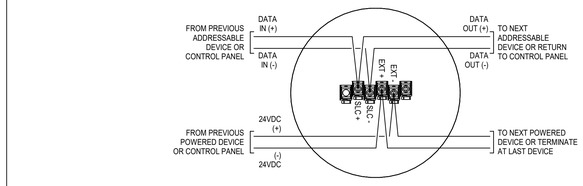
U.L. SYSTEM NO. W-L-1001

NOTE:
MAX. DIA. OF OPENING IS 13 1/2" ANNULAR SPACE OF MIN. 1/4" DIA. BEAD IS REQUIRED.

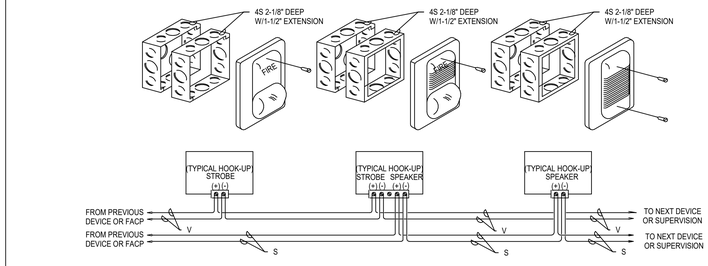
8 CONDUIT PENETRATION AT 1-HR FIRE RATED WALL DETAIL
NOT TO SCALE



6 SMOKE/HEAT DETECTOR DETAIL
NOT TO SCALE



4 SOUNDER BASE DETAIL
NOT TO SCALE



2 SPEAKER/STROBE DETAIL
NOT TO SCALE

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RANCHO CUCAMONGA
8163 Rochester Ave, Suite 100
Rancho Cucamonga, CA 91730
909-937-9200 P
909-937-6161 F
PBK.com

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DSA SET

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PORTABLES
D
C
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KEY PLAN
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DSA SET

FIRE ALARM DETAILS

FA6.01