

INVITATION FOR BIDS



FOR CONSTRUCTION OF

Transit Mall Kiosk Alterations

**CITY CONTRACT NUMBER
C02129**

ISSUED BY
**CAPITAL PROJECTS ENGINEERING DIVISION
CITY OF SANTA ROSA, CALIFORNIA**

2026



LOCATION MAP

City of Santa Rosa

TABLE OF CONTENTS

Notice Inviting Bids	1
Instructions to Bidders	3
Bid Proposal	10
Bid Schedule	13
Subcontractor List.....	14
Noncollusion Declaration	15
Bid Bond.....	16
Bidder’s Questionnaire	18
Contract	21
Payment Bond.....	26
Performance Bond	28
General Conditions	30
Article 1 - Definitions.....	30
Definitions.....	30
Article 2 - Roles and Responsibilities	33
2.1 City	33
2.2 Contractor.....	34
2.3 Subcontractors	38
2.4 Coordination of Work.....	39
2.5 Submittals.....	39
2.6 Shop Drawings.....	40
2.7 Material List.....	40
2.8 Access to Work.....	41
2.9 Personnel	41
Article 3 - Contract Documents.....	41
3.1 Interpretation of Contract Documents	41
3.2 Order of Precedence	42
3.3 Caltrans Standard Specifications and Standard Plans	42
3.4 For Reference Only.....	43
3.5 Current Versions.....	43
3.6 Conformed Copies.....	44
3.7 Ownership.....	44
Article 4 - Bonds, Indemnity, and Insurance	44
4.1 Payment and Performance Bonds.....	44
4.2 Indemnity.....	44
4.3 Insurance.....	44
Article 5 - Contract Time	47
5.1 Time is of the Essence	47
5.2 Schedule Requirements.....	48
5.3 Delay and Extensions of Contract Time.....	50
5.4 Liquidated Damages.....	53
Article 6 - Contract Modification	54
6.1 Contract Modification.....	54
6.2 Contractor Change Order Requests	55
6.3 Adjustments to Contract Price.....	56
6.4 Unilateral Change Order	57
6.5 Non-Compliance Deemed Waiver.....	57
6.6 Post-Bid Cost Increases.....	57
Article 7 - General Construction Provisions	57
7.1 Permits, Fees, Licenses, Certificates, and Taxes	57
7.2 Temporary Facilities	57
7.3 Noninterference and Site Management.....	58
7.4 Signs.....	59

7.5	Project Site and Nearby Property Protections	59
7.6	Materials and Equipment.....	61
7.7	Substitutions.....	62
7.8	Testing and Inspection.....	63
7.9	Project Site Conditions and Maintenance.....	64
7.10	Instructions and Manuals	65
7.11	As-built Drawings.....	66
7.12	Existing Utilities	66
7.13	Notice of Excavation.....	67
7.14	Trenching and Excavations of Four Feet or More.....	67
7.15	Trenching of Five Feet or More.....	68
7.16	New Utility Connections	68
7.17	Lines and Grades.....	68
7.18	Historic or Archeological Items.....	68
7.19	Environmental Control.....	68
7.20	Noise Control.....	69
7.21	Mined Materials.....	69
7.22	Water Department Notification.....	69
7.23	Public Safety and Traffic Control.....	70
Article 8 - Payment	71	
8.1	Schedule of Values	71
8.2	Progress Payments	71
8.3	Adjustment of Payment Application	72
8.4	Early Occupancy.....	73
8.5	Retention	73
8.6	Payment to Subcontractors and Suppliers.....	73
8.7	Final Payment	74
8.8	Release of Claims	74
8.9	Warranty of Title	74
Article 9 - Labor Provisions	74	
9.1	Discrimination Prohibited.....	74
9.2	Labor Code Requirements	74
9.3	Prevailing Wages	75
9.4	Payroll Records	75
9.5	Labor Compliance	76
Article 10 - Safety Provisions	76	
10.1	Safety Precautions and Programs	76
10.2	Hazardous Materials	77
10.3	Material Safety	77
10.4	Hazardous Condition.....	77
10.5	Emergencies	77
10.6	Confined Space Operations.....	77
Article 11 - Completion and Warranty Provisions.....	78	
11.1	Final Completion	78
11.2	Warranty	78
11.3	Use Prior to Final Completion	80
11.4	Substantial Completion	80
Article 12 - Dispute Resolution	80	
12.1	Claims.....	80
12.2	Claims Submission.....	81
12.3	City's Response	82
12.4	Meet and Confer.....	83
12.5	Mediation and Government Code Claims	83
12.6	Tort Claims	84
12.7	Arbitration.....	84
12.8	Burden of Proof and Limitations.....	84

12.9	Legal Proceedings.....	84
12.10	Other Disputes	84
Article 13 - Suspension and Termination.....		84
13.1	Suspension for Cause	84
13.2	Suspension for Convenience	85
13.3	Termination for Default.....	85
13.4	Termination for Convenience	86
13.5	Actions Upon Termination for Default or Convenience	87
Article 14 - Miscellaneous Provisions		88
14.1	Assignment of Unfair Business Practice Claims	88
14.2	Provisions Deemed Inserted	88
14.3	Waiver	88
14.4	Titles, Headings, and Groupings.....	89
14.5	Statutory and Regulatory References	89
14.6	Survival.....	89
Special Conditions		90
Technical Specifications.....		94

Notice Inviting Bids

1. **Bid Submission.** City of Santa Rosa (“City”) will accept sealed bids for its Transit Mall Kiosk Alterations Project (“Project”) City Contract # C02129, before July 21, 2026, at 2:00 p.m., at its Transportation and Public Works office, located at 69 Stony Circle, Santa Rosa, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located within Santa Rosa Parking Garage 12 at 555 1st St, Santa Rosa, CA 95404 and is described as follows: expansion and improvements to the Transit Mall Kiosk to improve usability and customer service for customers and employees.
 - 2.2 **Time for Final Completion.** The Project must be fully completed within 120 Working Days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about August 31, 2026, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
3. **License and Registration Requirements.**
 - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): B.
 - 3.2 **DIR Registration.** City may not accept a Bid Proposal from, or enter into the Contract with, a bidder without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from the City’s PlanetBids portal, which may be accessed by selecting the “Bid/Proposal Opportunities” link on the City’s website at <https://www.srcity.org/165/Bids-Proposals>. A printed copy of the Contract Documents is not available.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Award.
6. **State of California Grant Requirements.** This Project is funded by a California Department of Housing and Community Development grant issued under the Affordable Housing and Sustainable Communities Program. Contractor must comply with all grant requirements that apply to the Work.

7. Prevailing Wage Requirements.

7.1 General. Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

7.2 Rates. The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

7.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

8. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

9. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

10. Subcontractor List. Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and portion of the Work to be performed for each Subcontractor that will perform Work or service, or fabricate and install Work, for the prime contractor in excess of one-half of 1% of the total bid price, using the Subcontractor List form included with the Contract Documents.

11. Bidders' Conference. A bidders' conference will be held on June 25, 2026 at 10:00 a.m., at the following location: the Kiosk in Santa Rosa Parking Garage 12 at 555 1st St, Santa Rosa, CA 95404 - to acquaint all prospective bidders with the Contract Documents and the Project site. The bidders' conference is mandatory. A bidder who fails to attend a mandatory bidders' conference may be disqualified from bidding.

12. Instructions to Bidders. All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: *Lisa Welsh* Date: 06/16/2026
[Lisa Welsh \(Jun 16, 2026 08:27:36 PDT\)](#)

Lisa Welsh, Supervising Engineer

Publication Date: June 18, 2026

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to the City of Santa Rosa ("City") for its Transit Mall Kiosk Alterations Project ("Project") City Contract # C02129 must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, before the deadline set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions (i.e., submissions at or after the exact hour of bid opening) will be returned unopened. The official time clock for accepting bids will be an electric date and time stamping clock located, and available for inspection during normal business hours upon request, at the front public counter in the Transportation and Public Work Department office, 69 Stony Circle, Santa Rosa, CA 95401. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Vendor Registration.** To participate in the bidding process, each bidder must register as a vendor on PlanetBids, download the Contract Documents, and add itself to the "Prospective Bidders" list for the Project. If City issues an addendum, each bidder must log in to PlanetBids and acknowledge the addendum prior to the bid deadline. (See Section 8, below.)
- 1.3 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Transit Mall Kiosk Alterations Project
Contract No. C02129

Transportation and Public Works Department
69 Stony Circle
Santa Rosa, California 95401
Attn: Camron Macdonald

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company name]
[street address]
[city, state, zip code]
DIR Registration No: _____

- 1.4 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)
- 1.5 Bid Tabulation.** To access the bid tabulation when available, visit the PlanetBids portal or the Project-specific website, available at cippublic.srcity.org/CIPList.html.
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed legibly using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Bid Schedule, Subcontractor List, and Non-Collusion Declaration using the forms included with the Contract Documents, and any additional forms required by the Notice Inviting Bids or Instructions to Bidders.
- 3. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal under California Corporations Code § 313 or as otherwise authorized by law.
- 4. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Award.
- 5. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to City via the PlanetBids portal. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
- 6. Pre-Bid Investigation.**
- 6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for

knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.

- 6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.
- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder’s expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder’s field investigation. The bidder may request access to underlying or background information on the Project site in City’s possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, “utility owners”). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Bidders should check City’s PlanetBids portal periodically for any addenda or updates on the Project, which may be accessed via City’s website at: <https://www.srcity.org/165/Bids-Proposals>. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid and must acknowledge each addendum in the PlanetBids portal.

9. **Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
10. **Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at 69 Stony Circle, Santa Rosa, CA 95401 or sent via email at cmacdonald@srcity.org before 5:00 p.m. no later than two Working Days following bid opening (“Bid Protest Deadline”) and must comply with the following requirements:
- 10.1 **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 **Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 **Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a

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

- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** Subject to the provisions of its charter and the Santa Rosa City Code ("City Code"), City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 90 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
- 12. Bonds.** Within ten calendar days following issuance of the Notice of Award, the successful bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
- 13. License(s) and Certificate(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business tax certificate, issued pursuant to Chapter 6.04 of the City Code, within ten days following issuance of the Notice of Award and before performing any Work on the Project. Subcontractors must also obtain a City business tax certificate before performing any Work.
- 14. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
- 15. Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.

16. In-Use Off-Road Diesel-Fueled Fleets. If the Project involves the use of vehicles subject to the California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), then within ten calendar days following City’s issuance of the Notice of Award, the successful bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.

17. Community Workforce Agreement. If checked below, the Project is subject to the City’s Community Workforce Agreement (“CWA”) and the successful bidder must comply with the requirements therein.

Select One:

This Project is subject to the City’s CWA, which is available on the City’s website at <https://www.srcity.org/165/Bids-Proposals> and incorporated herein by reference. Within three Working Days following a request from City, the apparent low bidder must submit to City an executed Appendix A, Contractor Agreement to be Bound, using the form provided with the Contract Documents. Each bidder must provide a copy of the CWA to its Subcontractors, and the successful bidder and its Subcontractors must comply with the CWA. Entering into the CWA is a condition of award of the Contract for the Project.

This Project is not subject to the City’s CWA.

18. Bid Schedule. Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

18.1 Incorrect Totals. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

18.2 Estimated Quantities. Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

18.3 Bid Item Description. The descriptions of bid items in the Specifications are not intended as exclusive descriptions of the Work. Each bidder must determine, and

include in its unit pricing, all things necessary and incidental for the timely performance and completion of the Work as specified in the Contract Documents, including, but not limited to, all necessary labor, materials, supplies, tools, equipment, transportation, facilities, and utilities, unless otherwise specified.

- 19. Withdrawal.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq. In the event that a bid includes a material error, the bidder may request to withdraw its bid in accordance with Public Contract Code § 5100 et seq. The written request must establish the elements set forth in Public Contract Code § 5103.

For Reference Only. The following documents are provided “For Reference Only,” as defined in Section 3.4 of the General Conditions:

Record Plans – File No. 86-40 Santa Rosa Parking Structure

Record Plans – File No. 2019-0057 Parking Garage 12 Elevator Modernization

Record Plans – File No. 86-23 Second Street Transit Mall

Record Plans – File No. 2010-0036 City of Santa Rosa Improvements for Transit Mall Renovation

Standard Agreement Number 20-AHSC-14715 between the California Department of Housing Development and the City of Santa Rosa (Nov. 1, 2024)

California Department of Housing Development, Affordable Housing and Sustainable Communities Program, Round 5, FY 2018-2019 Program Guidelines (Oct. 31, 2019)

California Department of Housing Development, Affordable Housing and Sustainable Communities Program, Notice of Funding Availability (Nov. 1, 2019)

Affordable Housing and Sustainable Communities Program Disbursement Agreement between the California Department of Housing Development, the City of Santa Rosa, and the Sonoma-Marin Area Transit District (Dec. 16, 2024)

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Transit Mall Kiosk Alterations Project; City Contract # C02129

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Santa Rosa (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):

\$ _____.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid, as evidenced by its acknowledgement of each addendum on the City’s PlanetBids portal. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason.
3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
 - 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
 - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
 - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.
 - 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
 - 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
 - 3.7 **Agreement to be Bound by CWA.** If the Project is subject to the City’s CWA, Bidder will submit an executed Appendix A, Contractor Agreement to be Bound, using the form provided

with the Contract Documents, within three Working Days following a request from City. (See Section 17 of the Instructions to Bidders.)

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Award to Bidder, then within ten days following issuance of the Notice of Award, Bidder will do all of the following:
- 4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
 - 4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
 - 4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
 - 4.4 **Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation.
5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$_____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____

Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

BIDDER NAME: _____

This Bid Schedule must be completed legibly and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. If this Bid Schedule requests pricing for Alternates, pricing must be provided for each Alternate Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BASE BID

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	C02129 Transit Mall Kiosk Alterations	1	LS	\$	\$

* Final Pay Quantity

TOTAL BASE BID: Items 1 through 1 inclusive: \$ _____

END OF BID SCHEDULE

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], the party making the foregoing bid.

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

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

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Santa Rosa (“City”) for work on the Transit Mall Kiosk Alterations Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;
 - 2.5 **Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if the Project involves the use of vehicles subject to the Off-Road Regulation; and
 - 2.6 **Other Submittals.** Any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 90 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Bidder's Questionnaire

Transit Mall Kiosk Alterations Project; City Contract # C02129

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: _____ ("Bidder")

Check One: Corporation (State of incorporation: _____)
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website Address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? _____ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
_____ Yes _____ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the disqualification or debarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general contractor or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: _____
- 2.2 Number of medical treatment cases: _____
- 2.3 Number of deaths: _____

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?
 _____ Yes _____ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Name	Title	Email

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
 Name and Title

END OF BIDDER'S QUESTIONNAIRE

Contract

This public works contract ("Contract") is entered into by and between the City of Santa Rosa ("City") and _____ ("Contractor"), for work on the Transit Mall Kiosk Alterations Project ("Project") City Contract # C02129.

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No alternates.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 City Standards and City Specifications, as applicable;
 - 2.14 City's CWA, if applicable;
 - 2.15 Caltrans Standard Specifications (excluding Division I) and Caltrans Standard Plans, as applicable; and
 - 2.16 The following:
No other documents.
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 120 Working Days from the start date set forth in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$3,000.00 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City’s payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers’ Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code § 3700 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 on this Contract.”
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed

effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Public Works, Capital Projects
69 Stony Circle
Santa Rosa, CA 95401
707-543-3769
Attn: Camron Macdonald, Project Manager
cmacdonald@srcity.org

Copy to: Lisa Welsh, Supervising Engineer
lwelsh@srcity.org

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Sonoma County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Sonoma County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313 or as otherwise authorized by law.
- 12.9 Electronic Signatures.** In accordance with Government Code § 16.5 and Civil Code § 1633.1 et seq., the parties agree that this Contract may be transmitted and executed electronically and that electronic signatures will have the same force and effect as the use of manual signatures.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR:

_____ Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a contract ("Contract") for work on the Transit Mall Kiosk Alterations Project ("Project") City Contract # C02129. The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City and the California Department of Housing and Community Development as obligees in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____,
20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a contract ("Contract") for work on the Transit Mall Kiosk Alterations Project ("Project") City Contract # C02129. The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City and the California Department of Housing and Community Development as obligees for an amount not less than \$ _____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Awarding Authority means the City Council or its authorized delegee(s) unless the Contract is awarded by the Water Department, in which case it means the Board of Public Utilities.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Santa Rosa, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

City Specifications means the City’s Construction Specifications for Public Improvements, which may be accessed on the City’s website at <https://www.srcity.org/2321/Design-Construction-Standards>.

City Standards means the City’s Design and Construction Standards, which may be accessed on the City’s website at <https://www.srcity.org/2321/Design-Construction-Standards>.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor (or You) means the individual, partnership, corporation, or joint venture that has signed the Contract with City to perform the Work.

CWA means the Community Workforce Agreement for the City.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Santa Rosa and his or her authorized delegates.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Materials Lab means City's Materials Engineering Laboratory, which may perform quality assurance functions for a Project relating to asphalt and concrete, including inspection and/or testing of workmanship, materials, and the manner of construction.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Water Department means the City of Santa Rosa Water Department.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include the following holidays observed by the City:

- (A) New Year's Day, January 1;
- (B) Martin Luther King Jr. Birthday, the third Monday in January;
- (C) President's Day, the third Monday in February;
- (D) Cesar Chavez Day, March 31;
- (E) Memorial Day, the last Monday in May;
- (F) Juneteenth, June 19;
- (G) Independence Day, July 4;
- (H) Labor Day, the first Monday in September;
- (I) Veterans Day, November 11;
- (J) Thanksgiving Day, the fourth Thursday in November;
- (K) The day after Thanksgiving Day; and
- (L) Christmas Day, December 25.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

- (A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.
- (B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.
- (C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.
- (D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's

duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft, subject to the limitations of Laws, including Public Contract Code § 7105.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the

best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend and participate in a pre-construction conference, weekly Project progress meetings, and coordination meetings, as set forth herein.

(1) **Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must present City with the following information or documents at the conference, unless otherwise specified by City, for City's review and acceptance before the Work commences:

- a. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- b. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- c. Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- d. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- e. Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed or as otherwise specified by City;
- f. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- g. Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- h. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- i. Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- j. If requested by City, Contractor's cash flow projections; and
- k. Any other documents specified by City.

(2) **Progress Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must participate in weekly Project progress meetings scheduled with City.

(3) **Coordination Meetings.** If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If requested by City in City's notice to correct, Contractor must submit a Work plan for correcting defective Work in advance of Contractor taking corrective action. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This

paragraph also applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records, copies of the insurance policies and endorsements required by the Contract Documents, and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

(L) **Quality Control.** Contractor is responsible for developing, implementing, and maintaining a quality control plan that includes sampling, testing, and inspecting the Work to control material quality and to ensure that the Work satisfies the quality characteristics in the Contract Documents. Contractor must submit copies of the quality control plan to City, within two Working Days after the pre-construction conference, and make one copy available at each Worksite.

(1) **Records.** Contractor must prepare and maintain quality control records, including the names and qualifications of samplers, testers, and inspectors; testing laboratories' identification and certifications; testing equipment calibrations and certifications; inspection reports; sampling and testing records organized by date and type of material; test results with comparison of quality characteristic requirements; test results in relation to action and any suspension limits; and records of corrective actions and suspensions. Contractor will submit

any quality control test data and test results to the Engineer within two Working Days following test completion. Contractor must immediately notify the Engineer of any noncompliant Work.

(2) **Quality Control Manager.** Unless otherwise specified in the Special Conditions or Specifications, before starting Work, Contractor will designate in writing, and provide complete contact information for, the quality control manager for the Project who will be responsible for receiving, reviewing, and approving all correspondence and submittals prior to submission to the City; signing and implementing Contractor's quality control plan; and maintaining quality control records. The quality control manager must either be an employee of Contractor, or a Subcontractor retained solely to provide quality control services for the Project. The quality control manager must not be employed or compensated by a Subcontractor who will provide other Work for the Project.

(3) **Test Modifications.** The following specific tests are modified as follows: For California Test 216 (Relative Compaction), a mechanical compactor (Ploog Engineering Co. Model M 100 or equal) with a 10-pound hammer and split compaction molds must be used in lieu of the specified manual compaction equipment. For California Test 231 (Nuclear Gage Determination of In-Place Density), in-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept at the discretion of the Engineer.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business tax certificate before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its

Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any City work forces or utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any City work forces, utility company or agency, or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 **Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the

performance of the Work or completion of the Project. Contractor must provide submittals in electronic format, unless otherwise specified by the Engineer.

(C) **Required Contents.** Each submittal must be uniquely numbered and include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s). Submittal resubmissions must include a revision designation.

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal. Except as required for corrections, Contractor will not make changes to a submittal upon resubmission. City reserves the right to reject a partial resubmission of a submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, Inspector, and Materials Lab.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

2.7 Material List. Unless otherwise specified by City, Contractor must submit to the Engineer, at or before the pre-construction conference, a list of all materials proposed for use in the Work and any supporting documentation and samples required by the Contract Documents and source of supply. For a material listed on the "Engineer's List of Approved Items," located in the Sewer and Water sections of the City Standards, Contractor must provide the name of the manufacturer and model and part number for

each material proposed for the Work, unless the item has been replaced for the Project, as specifically set forth in the Contract Documents. For all other materials, Contractor must provide the name of the manufacturer, model and part number, and supporting documentation and samples that will enable the Engineer to evaluate the material.

- 2.8 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.9 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on the Contractor. If Contractor proceeds with the related Work before obtaining the City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any

incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Community Workforce Agreement, if applicable;
- (P) Contractor's Bid Proposal and attachments;
- (Q) City Standards and City Specifications, as applicable; and
- (R) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications, Caltrans Special Provisions, or Caltrans Standard Plans.

3.3 Caltrans Standard Specifications and Standard Plans. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments and revisions as of the date that Contractor's bid was

submitted for this Project. Any reference to or incorporation of Caltrans' Standard Plans means the most current edition of Caltrans' Standard Plans, unless otherwise specified ("Caltrans Standard Plans"), including the most current amendments or revisions as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications, Special Provisions, or Caltrans Standard Plans:

(A) **Limitations.** The "Division I General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents. Unless otherwise specified in the Specifications, the remaining Divisions of the Caltrans Standard Specifications, i.e., Division II through Division XII, are applicable to the extent relevant to the Work and are subject to any modifications set forth in the Specifications. A specific reference in the Specifications to a section from the Caltrans Standard Specifications will not be construed as excluding other applicable sections from the Caltrans Standard Specifications.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" or "Director" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean City.

(4) Any reference to "Laboratory" is deemed to mean the Materials Lab, or such other laboratory as may be authorized by the City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that the City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by the City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

- 3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.
- 3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, fees and costs of litigation or arbitration, and fees and expenses incurred in enforcing this Section) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 4.3 Insurance.** No later than ten days following issuance of the Notice of Award, Contractor

must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work. The required insurance must remain in full force and effect at all times during the period covered by the Contract through the date of City's acceptance of the Project, except as specified for commercial general liability insurance in subsection (A)(1), below, which requires a longer duration. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A-" or better and a financial size rating of "VII" or better. Each certificate of insurance must identify this Contract by the Project number and state: "The listed insurance policies include endorsements as required by contract." The City may, but has no obligation to, review insurance policies submitted by Contractor. The City's failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or the City's failure to identify any insurance deficiency will not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance in accordance with this Section. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance, or Contractor's failure to procure and maintain the required insurance, will not be construed to limit Contractor's liability under this Contract. The procurement of the required insurance will not be construed to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) ***Commercial General Liability ("CGL") Insurance:*** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form with coverage at least as broad as ISO CG 00 01, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products liability, completed operations, and broad form property damage, with limits of at least \$5,000,000 per occurrence and at least \$5,000,000 general aggregate. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements. The products liability and completed operations coverage must continue for a period of three years following City's acceptance of the Project.

(2) ***Automobile Liability Insurance:*** The automobile liability insurance policy must provide coverage of at least \$3,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired, owned, and non-owned auto liability. Coverage must be at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1).

(3) ***Workers' Compensation Insurance and Employer's Liability:*** The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by statute, per accident for bodily injury or

disease. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance*: The pollution liability insurance policy must provide coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work. If the Work involves lead-based paint or asbestos identification and/or remediation, the pollution liability insurance policy must not contain lead-based paint or asbestos exclusions. If the Work involves mold identification, the pollution liability policy must not contain a mold exclusion and the definition of "pollution" in the policy must include microbial matter, including mold.

(5) *Builder's Risk Insurance*: The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City, without co-insurance provisions. Contractor must name City as loss payee.

(B) **Notice**. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days prior written notice to City, unless due to non-payment of premiums, in which case ten days prior written notice must be made to City.

(C) **Waiver of Subrogation**. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements**. The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City of Santa Rosa, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. Coverage for an Additional Insured will not be limited to the Additional Insured's vicarious liability. The additional insured endorsement must be provided using ISO forms at least as broad as CG 20 10 04 13 or 20 38 04 13 (ongoing operations) and CG 20 37 04 13 (completed operations), or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss. This endorsement must be provided using ISO form CG 20 01 04 13 or an equivalent form approved by the City.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage. Contractor's insurance coverage applies to the full extent of the policies, and nothing contained herein will be construed to limit the application of such coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$10,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to

ensure full completion of the Work within the Contract Time. Contractor will diligently prosecute the Work to minimize the public's exposure to construction activities. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. Contractor must provide the Engineer with a license for use of Contractor's scheduling software, unless otherwise specified by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(2) **High Dollar or Long Duration Projects.** In addition to the requirements set forth above, if the Contract Price is \$5,000,000 or more or if the Contract Time is 100 Working Days or more, Contractor's baseline (as-planned) schedule must include the following: the start and completion dates for submittal development, submittal review, milestones and constraints, equipment and plant setup, interfaces with outside entities, erection and removal of falsework and shoring, test periods, major traffic stage change, and final cleanup; logical links between time-scaled Work activities; controlling activities; at least 50 but no more than 500 activities, unless otherwise specified or authorized by the Engineer; alphanumeric activity identification and activity description system for labeling Work activities; identification code for each activity for responsibility, stage, Work shifts, location, and bid items; activity durations of at least one Working Day and no more than 20 Working Days for each activity, unless otherwise authorized by the Engineer; and float as the predecessor activity to Final Completion. Each activity description must indicate its associated scope or location of Work.

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float.* The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule.* Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed or approved by City. If Contractor wants to perform non-critical Work activities that are out of sequence with the current City-accepted schedule, Contractor must notify and request approval from the Engineer in advance of performance of any such activities. Performance of any such Work must not impact the critical path Work activities. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, to facilitate City's use of its property, or to minimize the public's exposure to construction activities. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays observed by City, with noise generating activities limited to 7:00 a.m. to 7:00 p.m. and vehicular traffic impacts limited to 8:30 a.m. to 4:30 p.m., except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-accepted schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under

the circumstances involved and not within the contemplation of the parties (“Compensable Delay”). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs (“Recoverable Costs”) for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor’s plan for continued mitigation of the delay or its effects.

(2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) **Supporting Documentation.** The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final

Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) **Burden of Proof.** Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) **Legal Compliance.** Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) **No Waiver.** Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) **Dispute Resolution.** In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to

changed conditions, Contractor must notify the Engineer in writing, within one Working Day following the date the Contractor first encounters the circumstances giving rise to Contractor's contention that Extra Work is necessary. Contractor's written notice must specifically identify the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit, by no later than close of business on that same Working Day, a daily report of the Extra Work performed that day, signed by the City and Contractor, identifying the labor, materials, and equipment used in the Extra Work ("Extra Work Report"). The Engineer may make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. The Extra Work Report enables the parties to document and track the Extra Work, or Work that the Contractor contends is Extra Work. City's signature on the Extra Work Report is intended solely to document City's receipt of the Extra Work Report; it does not constitute any acknowledgement, acceptance, or approval of the Extra Work by City. To request compensation for Extra Work, Contractor must comply with the requirements in Section 6.2, below, including submission of the Extra Work Reports and a breakdown of the costs related to the Extra Work, together with copies of certified payroll, invoices, and other documentation substantiating the costs. Failure to submit the Extra Work Report by close of business on the same Working Day as the Extra Work is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts,

and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work) will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond and insurance premium costs computed at 1.5% of the total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

6.6 Post-Bid Cost Increases. The City is not responsible for any post-bid cost increases that were foreseeable at the time of the bid based on generally available information (e.g., scheduled tariffs), or that arose due to Contractor's failure to timely procure materials or equipment.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Licenses, Certificates, and Taxes.

(A) **Fees, Licenses, Certificates, and Permits.** Contractor must obtain and pay for all fees, licenses, and certificates required to perform the Work, including a City business tax certificate. Contractor must obtain all permits required to perform the Work. Contractor is not responsible for the fees associated with obtaining permits unless otherwise specified in the Special Conditions or Specifications. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses and certificates required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the

Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities are set forth in this Article 7 and may also be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site and performance of the Work, including the piping, wiring, internet and Wi-Fi connections, and any related equipment necessary to maintain the temporary facilities. Contractor may obtain water from the City's water system or from a source other than City's water system, if approved in advance by the Engineer. Before obtaining water from the City's water system, Contractor must obtain a Water Use Permit from the Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and all related deposits, permits, and fees. Contractor is prohibited from operating gate valves or fire hydrants on the City's water system. The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of Laws. Citations and fines may be levied for violation of these and other utility regulations and may be deducted from payment otherwise due Contractor.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours. Property owners, tenants, and businesses must have full access to their driveways during non-Work hours. The Engineer may, at any time, direct or approve of opening completed sections of surfacing, pavement, or structure roadway surface for public use.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space and obtain a temporary use permit, in accordance with City Code § 20-52.040. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, and pedestrian traffic.

(D) **Railroad Property.** Sonoma-Marín Area Rail Transit (“SMART”) maintains railroad property within the City. Contractor will not interfere with railroad operations or perform Work on or adjacent to railroad property unless Contractor has obtained an encroachment permit from SMART. Contractor is responsible for obtaining an encroachment permit from SMART if necessary for the Work or for Contractor’s traffic control. Contractor will not be entitled to an extension of time or additional compensation to obtain the SMART permit. For any excavation on or affecting railroad property, Contractor must submit Work plans to the City and SMART, if requested by SMART, showing the system to be used to protect the railroad facilities. Contractor will prevent material, equipment, and debris from falling onto railroad property.

(E) **Third Party Material Sourcing and Disposal.** If Contractor intends to procure materials from or dispose of materials on any property owned by a third party, before procuring material or disposing of material, Contractor must provide City with a copy of the agreement between Contractor and the third party authorizing the use of the property and absolving the City from responsibility in connection with the property. Contractor must obtain authorization from the third party to start sourcing or disposing of material on the property. As a condition precedent to Final Completion, Contractor must submit a document to the City, signed by the third party property owner, stating that the Contractor complied with its agreement with the third party.

7.4 Signs. No signs may be displayed on or about City’s property, except signage which is required by Laws or by the Contract Documents, without City’s prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City’s property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor’s failure to adequately secure the Work or any Worksite.

(1) Subject to City’s approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City’s real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City’s approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(6) All valves, hydrants, and other appurtenances of the City's water system that are the property of City and removed by Contractor in the performance of the Work must be delivered to City's Municipal Services Center (55 Stony Point Road) as a condition precedent to Final Completion, unless Contractor has obtained specific written approval from the Water Department to dispose of the items.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project, including damage to City's water system. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder

report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

(F) **Damage to City's Water System.** Contractor must promptly repair and remediate, at its sole expense, any damage caused by Contractor to the City's water system, in a manner satisfactory to the Water Department. This includes damage to property and facilities resulting from Contractor's failure to make a written request for a markout or starting Work without providing the Water Department a reasonable opportunity to mark facilities; Contractor's destruction of markouts; Contractor's failure to perform hand digging or probing for utilities near markouts; and Contractor's failure to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains. All repairs must be witnessed, inspected, and approved by the Water Department prior to backfilling the excavation. If backfilling occurs prior to inspection and approval, City may require re-excavation by Contractor, at Contractor's sole expense. Acting in its sole discretion, City may elect to have the damage remedied otherwise, including by its own forces, and may deduct the cost thereof from payment otherwise due to Contractor. If City elects to remedy damage to the water system with its own forces, the cost thereof will be in accordance with the emergency repair rate schedule of the Water Department.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. All materials, equipment, and tools furnished or installed by Contractor must meet or exceed applicable Occupational Safety and Health Administration ("OSHA") standards. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for timely procurement of materials and equipment to avoid delay in Project completion and to avoid incurring additional costs due to known market volatility (e.g., scheduled tariffs). Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Upon request, Contractor must provide proof of any such authorization or license to City. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

(D) **Equipment Labeling and Information.** Contractor must label each piece of equipment, except hand tools, with the following information, at a clearly visible location on each piece of equipment using a stencil or stamp: an identifying number; and for compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight, or for meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity. Upon request, Contractor must submit the manufacturer's information that designates portable vehicle scale capacities.

(E) **Measuring Devices.** For proportioning materials, Contractor must use measuring devices, material plant controllers, and undersupports that comply with 4 CCR § 4000 et seq. and Business and Professions Code § 12001 et seq. Measuring devices must be tested and approved under California Test 109 in the Engineer's presence by any of the following: County Sealer of Weights and Measures; Scale Service Agency; or Official of the Division of Measurement Standards. The indicator over-travel must be at least one-third of the loading travel. The indicators must be enclosed against moisture and dust. Contractor must group the measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval at least four weeks in advance of Contractor's proposed order date and sufficiently in advance of the time needed to avoid delay of the Work. A request for substitution must contain a description of any proposed changes to the Work required to accommodate the substitution and drawings and details showing all such changes.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Engineer at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. City may record, including by photograph or video, all materials, equipment, and workmanship used in the Work. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor will coordinate directly with the Engineer when scheduling inspections or tests, unless otherwise specified in the Special Conditions or Specifications. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor. Contractor will not coordinate directly with, or provide direction to, the Materials Lab.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Contractor has an independent duty to test and inspect its Work and perform quality control activities to ensure that the Work and the materials, products, and equipment incorporated into the Work comply with the Contract Documents. City is not responsible for any testing performed by Contractor or a third-party retained by Contractor. Contractor will submit its testing methodology to City for review and acceptance. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided and properly maintained and serviced for all workers on the Project site, and located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep wastewater out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others

and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace, in accordance with City Standards, all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, gates, signs, landscaping, drainage ditches, irrigation systems, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Concrete surface treatment and score marks must match adjacent existing concrete improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for

equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

(C) **Alteration or Relocation of Utilities.** If Contractor wishes to alter or relocate utilities for Contractor's convenience, and not due to a conflict that requires alteration or relocation, Contractor will be solely responsible for the time and cost required for such alteration or relocation, which may not proceed except as specified by the prior written authorization of the utility owner. Any damage to utilities or improvements caused by Contractor must be repaired by Contractor at its sole expense and to the full satisfaction of the utility owner and Engineer. Contractor will not be entitled to an extension of the Contract Time in connection with any such Work.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein, including, but not limited to, the requirement to notify Underground Service Alert ("USA") of a proposed excavation and provide USA all relevant data relating to the excavation, at least two Working Days before starting any excavation Work.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards or if the trench is expected to exceed 20 feet, the plan must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project unless otherwise specified in the Special Conditions. All stakes or marks must be set by a California licensed land surveyor or a California registered civil engineer. All survey monuments that may be disturbed or destroyed during performance of the Work must be tied-out by Contractor prior to the start of Work. Contractor must also file a Pre-Construction Corner Record, prepared by a California licensed land surveyor, with the County of Sonoma Surveyor's Office, prior to the start of Work. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Contractor must replace any survey monuments that are disturbed, damaged, or destroyed during the Work and must file a Post-Construction Corner Record, prepared by a licensed land surveyor as required by law, with the County of Sonoma Surveyor's Office. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials.

Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

(C) **Pest Management.** Contractor must comply with the City-Wide Integrated Pest Management ("IPM") Policy, Policy Number 000-74, which is available at <https://www.srcity.org/DocumentCenter/View/41774/Integrated-Pest-Management-Policy-030524>. Contractor will not use pesticides or herbicides in the Work without City's prior written approval. Contractor may submit a written request for use of pesticides or herbicides to the Engineer. Contractor's written request must include the location proposed for use, the proposed date and time of application, product specifications, and all other information required by the IPM policy. City reserves the right, in its sole discretion, to approve or reject the use of pesticides or herbicides, for any reason.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

7.22 Water Department Notification. If Contractor requires the services of the Water Department in connection with the Work, Contractor must request such services at least two Working Days in advance of the time the services are needed. If the requested services require Water Department forces for more than eight hours or an extensive number of City-provided parts, Contractor must request services at least seven calendar days in advance of the time the services are needed.

(A) **Service Shut Down.** Contractor must minimize disruption of utility service to the greatest extent practicable. Contractor must coordinate any shut down or disruption of utility service with the Engineer, Water Department, and affected utility customers. If it is necessary to shut down or disrupt utility service to any customer of the Water Department, Contractor must request the services of the Water Department an additional three Working Days in advance of the time such services are needed, for a total of five

Working Days advance notification for a standard service request, to allow affected customers a minimum of three days' advance notice. If Contractor fails to keep field appointments, Contractor will be billed for scheduled Water Department crew standby time and for costs incurred by the Water Department for re-notification of customers.

(B) **Water Department Scheduling.** Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After-hours work or weekend work may be performed if authorized in advance by the Engineer. Requests by Contractor for after-hours or weekend work are to be avoided when possible. Contractor will be responsible for any overtime costs incurred by City for such work and the cost thereof may be deducted from payment otherwise due Contractor.

7.23 Public Safety and Traffic Control. Contractor must undertake all required and appropriate measures to ensure public safety during construction of the Project, in accordance with Laws, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). Contractor will ensure the safe passage of pedestrians around the Project site at all times. If Work is within a City-owned right-of-way, Contractor will ensure the safe passage of public traffic through the Project site at all times, consistent with the requirements of City Code Chapter 13-04. Contractor is solely responsible for the costs of all public safety and traffic control measures.

(A) **Warning Devices.** Contractor must furnish, install, and maintain, at its sole expense, all fences, barricades, signs, lights, and other devices necessary to prevent accidents, injuries, death, and property damage. All such devices must conform to the requirements of the current edition of the California Manual on Uniform Traffic Control Devices ("CA MUTCD") and the directions of the Engineer. Contractor's warning and safety devices will not obscure the visibility of or conflict with existing signs and traffic control devices. Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic, as directed by the Engineer.

(B) **Flaggers.** Contractor must also furnish, at Contractor's sole expense, trained flaggers as necessary to provide adequate warning to the public of construction conditions that may impact pedestrian or vehicular traffic.

(C) **Project Signage.** Unless otherwise specified in the Special Conditions, Contractor must install and maintain Project identification signs at each boundary of the Project site or as directed by the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site, using sign panels furnished by City. To mount sign panels, Contractor must furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. Upon completion of the Project, Contractor will remove Project identification signs, in a timely manner, and return the City-furnished sign panels to the City Corporation Yard at 55 Stony Point Road.

(D) **Road Closure Signage.** If the Work requires road closures, Contractor must furnish and install advance notice signs for road closures at each boundary of the Project site. Panel construction and lettering are subject to advance approval of the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site. The signs must remain in place for the duration of the road closure and must be removed by Contractor when no longer necessary for the Work.

(E) **Emergency Response Agencies.** Contractor is responsible for notifying emergency response agencies operating in the jurisdiction of the Worksite(s) of obstructions to roads resulting from Contractor's Work.

(F) **Additional Devices.** City reserves the right to require additional warning or safety devices for the Project at the Contractor's sole expense, but no actions by City to add to or improve signage or any other public safety requirements will waive or limit Contractor's duties under the Contract Documents.

(G) **Compliance.** If Contractor fails or refuses to comply with the requirements of this Section, the Engineer may take immediate action to protect the public, including, but not limited to, furnishing the required safety measures at Contractor's expense or suspending the Work, in addition to all other remedies available to City. Any such remedial costs incurred by City may be deducted from payment otherwise due to Contractor as specified in Section 8.3, Adjustment of Payment Application. If there are insufficient Contract funds remaining to cover the remedial costs, City is entitled to recover the balance from Contractor or its performance bond surety.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage

from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other fines, payments, or penalties assessed against the City relating to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or back charges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be

retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**

(A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, 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 in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an

increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- 10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.
- (A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.
- (B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.
- 10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.
- 10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.
- 10.6 Confined Space Operations.** If the Work requires a confined space entry, including, but not limited to, manhole or water storage tank entry, Contractor must obtain a confined space entry permit pursuant to Cal/OSHA regulations, as set forth in 8 CCR § 5156 et seq. For any confined space entry for construction operations regulated by 8 CCR § 1502, Contractor must comply with 8 CCR § 5158. For any other confined space operations, Contractor must comply with 8 CCR § 5157. With respect to entry to any City-maintained confined space, Contractor is responsible for obtaining any available

information regarding hazards and operations for any City-maintained confined spaces, pursuant to 8 CCR § 5157. The City-maintained Confined Space Entry Manual is available for viewing at the Water Department or Transportation and Public Works Department office. Contractor must immediately notify the Engineer of any previously unidentified hazards confronted or created during confined space entry.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the

Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance pursuant to Section 11.1(C) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. If the City accepts the Project as complete subject to exceptions for incomplete punch list item(s) and the Contractor thereafter completes the punch list item(s), the completed punch list item(s) will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon City's acceptance of the completed punch list item(s). Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action,

Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(D) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a “Claim” submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a “Claim” submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City’s rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that

estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) **Submission Deadlines.**

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. **Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.**

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand for an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and

confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** City does not consent to arbitration unless required by Laws. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; Contractor's failure to procure, maintain, or renew insurance coverage or provide notice of any modifications or reductions in insurance coverage; dissolution, liquidation,

reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City 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. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. **Insurance Requirements.** The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.
 - 1.1 **Commercial General Liability (“CGL”) Insurance.** The CGL insurance policy limits set forth in subsection 4.3(A)(1) of the General Conditions are modified for this Contract to require at least \$3,000,000 per occurrence and at least \$3,000,000 general aggregate.
 - 1.2 **Automobile Liability Insurance.** The automobile insurance policy limit set forth in subsection 4.3(A)(2) of the General Conditions is modified for this Contract to require at least \$1,000,000 combined single-limit per accident.
 - 1.3 **Pollution Liability Insurance Waived.** The pollution liability insurance policy requirement set forth in subsection 4.3(A)(4) of the General Conditions is hereby waived and does not apply to this Contract.

2. **Normal Weather Delay Days.** This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time. Based on historic records for the Project location, Contractor’s schedule should assume the following number of normal Weather Delay Days for each month:

Month	# Normal Weather Delay Days
January	12
February	9
March	8
April	3
May	2
June	1
July	1
August	1
September	1
October	4
November	10
December	13

Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

3. **Submittals.**
 - 3.1 **Review Time Assumptions.** Contractor’s schedule and all schedule updates should reflect the following assumptions for City and grant agency (if applicable) review. The following assumptions are provided solely for scheduling purposes and do not bind the City to complete its review of any submittal within the

assumed time, and the assumed times do not account for delays attributable to Contractor's incomplete or non-compliant submittals.

(A) **City Review.** Except as otherwise set forth herein, for all submittals except Shop Drawings and samples, assume a minimum review period of 14 days following submission for City review. For Shop Drawings and samples, assume a minimum review period of 21 days following submission for City review. If corrections are necessary, assume an additional 14 days following resubmission for City review.

3.2 Specific Submittal Deadlines. Contractor must submit the following submittals by the deadlines set forth below:

Baseline schedule within five working days following the Notice to Proceed

Staging plan within five working days following the Notice to Proceed

Water Pollution Control Plan within five working days following the Notice to Proceed

Pedestrian and vehicle traffic control plan within five working days following the Notice to Proceed

4. Construction Manager Role and Authority. There will be a Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City. The City has not retained the Construction Manager as of the time of bid, but the City anticipates providing this information at the Pre-Construction Conference.

4.1 Communications. Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing. The City will provide the Construction Manager contact information once available.

With a copy to the Engineer:

Camron Macdonald
cmacdonald@srcity.org
69 Stony Circle
Santa Rosa, CA 95401

4.2 On-Site Management and Communication Procedures. The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.

4.3 Contract Administration Procedures. The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals,

written proposals for substitutions, payment applications, and maintenance of logs.

- 4.4 Pre-Construction Conference.** Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.
 - 4.5 Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.
- 5. Close Out Requirements.** Contractor's close out requirements include the following, if applicable:
- 5.1** Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.
 - 5.2** Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
 - 5.3** Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.
- 6. State of California Grant Requirements.** For the purposes of this Special Conditions section 6 only: "Standard Agreement Number 20-AHSC-14715" means the Standard Agreement Number 20-AHSC-14715 between the California Department of Housing and Community Development and the City of Santa Rosa (Nov. 1, 2024); Guidelines means the California Department of Housing Development, Affordable Housing and Sustainable Communities Program, Round 5, FY 2018-2019 Program Guidelines (Oct. 31, 2019); NOFA means the California Department of Housing and Community Development, Affordable Housing and Sustainable Communities Program, Notice of Funding Availability (Nov. 1, 2019); and Disbursement Agreement means the Affordable Housing and Sustainable Communities Program Disbursement Agreement between the California Department of Housing and Community Development, the City of Santa Rosa, and the Sonoma-Marin Area Transit District (Dec. 16, 2024).
- 6.1** Contractor, as applicable to the Work, must comply with applicable statutory law, Guidelines, the NOFA, Standard Agreement Number 20-AHSC-14715, and the Disbursement Agreement. In addition, as applicable to the Work, Contractor must abide by the representations in the Application.
 - 6.2** Contractor must comply with the requirements of Standard Agreement Number 20-AHSC-14715, Exhibit D sections 24 through 26.
 - 6.3** Contractor is subject to and must comply with the provision of Exhibit E to the Disbursement Agreement, including without limitation the indemnification and insurance requirements of Exhibit E, and the provisions of Exhibit E are hereby

incorporated by reference as if fully set forth herein. In addition to the other Exhibit E requirements applicable to Contractor, where Exhibit E requires the City to require, direct, or otherwise cause Contractor to comply with a provision of Exhibit E, this Special Conditions section 6 directly requires Contractor's compliance with that provision.

END OF SPECIAL CONDITIONS

Technical Specifications

PROJECT MANUAL

FOR

City of Santa Rosa - Transportation and Public Works
Department

Transit Mall Kiosk Alterations

Santa Rosa Transit Mall

Santa Rosa, California 95404

555 First Street

BID SET

May 14, 2026

AXIA
ARCHITECTS

540 MENDOCINO AVE, SANTA ROSA, CA 95401
707-542-4652 axiaarchitects.com

SECTION 00-0107
SEALS PAGE

PROJECT MANUAL
FOR
TRANSIT MALL KIOSK ALTERATIONS
SANTA ROSA, CALIFORNIA

BID SET

MAY 14, 2026

OWNER

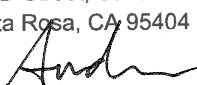
CITY OF SANTA ROSA - TRANSPORTATION AND PUBLIC WORKS DEPARTMENT
69 STONY CIRCLE
SANTA ROSA , CALIFORNIA 95401

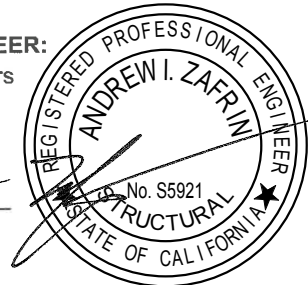
ARCHITECT:
AXIA Architects
540 Mendocino Ave
Santa Rosa, CA 95401

BY: 
Douglas Hilberman, AIA
License No: C 29543



STRUCTURAL ENGINEER:
ZFA Structural Engineers
250 D Street, Suite 200
Santa Rosa, CA 95404

BY: 
Andrew Zafrin, SE
License No: S5921



MAY 4 2026

MECHANICAL ENGINEER:

ELECTRICAL ENGINEER:

BY: _____

BY: _____

License No: _____

License No: _____

END OF SECTION

**SECTION 00-0110
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

2.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00-0101 - Project Title Page
- B. 00-0107 - Seals Page
- C. 00-0110 - Table of Contents

SPECIFICATIONS

3.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01-2500 - Substitution Procedures
- B. 01-4219 - Reference Standards
- C. 01-6000 - Product Requirements
- D. 01-6116 - Volatile Organic Compound (VOC) Content Restrictions
 - 1. 01-6116.01 - Accessory Material VOC Content Certification Form
- E. 01-7419 - Construction Waste Management and Disposal
- F. 01-8100 - Green Building Design Requirements
- G. 01-9113 - General Commissioning Requirements

3.02 DIVISION 02 -- EXISTING CONDITIONS

- A. 02-4100 - Demolition

3.03 DIVISION 03 -- CONCRETE

3.04 DIVISION 04 -- MASONRY

- A. 04-2000 - Unit Masonry

3.05 DIVISION 05 -- METALS

3.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- A. 06-4100 - Architectural Wood Casework

3.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07-2100 - Thermal Insulation
- B. 07-2500 - Weather Barriers
- C. 07-6200 - Sheet Metal Flashing and Trim
- D. 07-9200 - Joint Sealants

3.08 DIVISION 08 -- OPENINGS

- A. 08-1113 - Hollow Metal Doors and Frames
- B. 08-5653 - Security Windows
- C. 08-5659 - Service Transaction Pass-through Devices
- D. 08-7100 - Door Hardware

3.09 DIVISION 09 -- FINISHES

- A. 09-0561 - Common Work Results for Flooring Preparation
- B. 09-2116 - Gypsum Board Assemblies
- C. 09-2216 - Non-Structural Metal Framing
- D. 09-3000 - Tiling
- E. 09-6813 - Tile Carpeting

F. 09-9113 - Exterior Painting

G. 09-9123 - Interior Painting

3.10 DIVISION 10 -- SPECIALTIES

A. 10-1416 - Plaques

B. 10-4400 - Fire Protection Specialties

3.11 DIVISION 11 -- EQUIPMENT

3.12 DIVISION 12 -- FURNISHINGS

A. 12-3200 - Manufactured Wood Casework

END OF SECTION

**SECTION 01-2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

- A. The following are not considered substitutions;
 - 1. Revisions to Contract Documents requested by the Owner Or Architect.
 - 2. Specified options of products, materials, and equipment included in Contract Documents.
- B. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION SUBMITTAL PROCEDURES

- A. Submit electronic copy of Substitution Request Form included in this Project Manual for consideration. Forms provided by proposer or other agencies or organizations are not acceptable. Limit each request to one proposed substitution.
- B. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence, including:
 - 1. Statement of cause for substitution request.
 - 2. Identify product by specification section and article number.
 - 3. manufacturer's name, address, and phone number.
 - 4. List of fabricators, suppliers, and installers as appropriate.
 - 5. List of similar Projects where proposed products have been used, date of installation and names of Architect and Owner.

6. Confirmation of regulatory approvals
7. Product data, including drawings and product samples.
8. Product Size, weight, configuration of connections, ports or vents.
9. Fabrication and installation procedures.
10. Comparison of the qualities of the proposed substitution with that specified.
11. Cost data comparing the proposed substitution with the product specified.
12. Any required license fees or royalties.
13. Availability of maintenance service and source of replacement materials.
14. Coordination information, including a list of changes or modifications needed to other items of work that will be required to accommodate Proposed substitution.
15. Statement on the Substitution's effect on the Construction Schedule.
16. Written certification by the proposer that the Substitution is equal or better in every respect to that required by the contract Documents and that substitution will perform adequately in the application intended.
17. Written certification that the proposer will pay for all permits, fees, and costs required to implement the substitution, and including waiver of all claims for additional costs or time extension which may subsequently become apparent, and reimbursement of Owner and Architect for review or redesign services associated with re-approval by authorities.

3.03 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS

- A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are indicated in the Contract Documents, including those products designated in the Notice Inviting Bids as "District Standards".
- B. Architect will consider requests for substitutions of specified equipment and/or materials only when requests are received by Architect within fourteen (14) days prior to the date established for the receipt of bids, in conformance with Public Contract Code Section 3400. Do not request substitutions for products designated in the Notice Inviting Bids as "District Standards".
- C. Architect will consider a substitution request only if request is made in strict conformance with provisions of this Section. Request shall be fully responsive to all product requirements of the specified product, including those requirements noted in this section in the article titled PRODUCTS.
- D. Burden of proof of merit of requested substitution is the responsibility of the proposer requesting the substitution.
- E. It is the sole responsibility of the proposer requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. When substitution is not accepted, provide specified product.
- G. Substitute products shall not be included within the bid without written acceptance by Addendum.
- H. No material changes permitted after the bid opening date. All alternate manufacturers and/or materials shall be submitted and approved in writing by the Architect prior to bid due date, except as otherwise provided in this section. Failure to comply with this requirement is grounds for disqualification of substitution.

3.04 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT

- A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are indicated in the Contract Documents, including those products designated in the Notice Inviting Bids as "District Standards".
- B. Architect will consider substitution requests received after the established date of the receipt of bids or contract award only when one or more of the following conditions are met and documented:
 1. Specified item fails to comply with regulatory requirement.
 2. Specified item is no longer manufactured.
 3. Specified item, through no fault of the Contractor, unavailable in the time frame required to meet project schedule.
 4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
 5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product,

6. Substitution would be, in the sole judgment of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.
- C. Notwithstanding other provisions of this section and the above, the Architect may consider a request for substitution after the date of the receipt of bids or contract award, if in the sole discretion of the Architect, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other specified requirement.
- D. Architect will consider a request for substitution after the date of the receipt of bids or contract award only if request is made in strict conformance with provisions of this section. Request shall be fully responsive to all product requirements of the specified product, including those requirements noted in this section in the article titled PRODUCTS.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
 1. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.
 2. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.
- F. Contractor's failure or inability to pursue the work promptly or coordinate activities properly shall not establish a cause for consideration of Substitutions.
- G. Burden of proof of merit of requested substitution is the responsibility of the Contractor.
- H. It is the sole responsibility of the Contractor to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- I. When substitution is not accepted, provide specified product.
- J. Substitute products shall not be provided without written acceptance by Change Order.

3.05 GENERAL SUBSTITUTION LIMITATIONS

- A. Instructions to Bidders and General Conditions of the Contract specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements related documents and procedures specified in this section.
- B. Do not request substitutions after expiration of specified periods.
- C. All Performance Requirements listed in Articles titled QUALITY ASSURANCE, DESIGN CRITERIA, PERFORMANCE REQUIREMENTS and WARRANTY must be met and provided with the Request For Substitution.
- D. All Salient Physical Attributes must be met and documented with the Request For Substitution.
- E. Document each request on Architect's Request For Substitution (RFS) form with complete data substantiating compliance of proposed substitution with Contract Documents. All requests for substitution must be submitted on the specified form which may be obtained from the Architect. Requests received without the Request Form will be rejected.
- F. A request for substitution constitutes a representation that the submitter:
 1. Waives all claims for additional costs or time extension which may subsequently become apparent.
- G. Regulatory Requirements: Proposer requesting the substitution shall be responsible for obtaining all regulatory approvals required for proposed substitutions.
 1. All regulatory approval shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.
 2. All costs incurred by the Owner in obtaining regulatory approvals for proposed substitutions, including the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.
- H. Substitution Submittal Procedure:
 1. Submit one original signature copy of only the Request For Substitution Form included in this Project Manual for consideration. Forms provided by proposer or other agencies or organizations are not acceptable. Limit each request to one proposed substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence, including:
 - a. Statement of cause for substitution request.
 - b. Identify product by specification section and article number.
 - c. manufacturer's name, address, and phone number.
 - d. List of fabricators, suppliers, and installers as appropriate.
 - e. List of similar Projects where proposed products have been used, date of installation and names of Architect and Owner.
 - f. Confirmation of regulatory approvals
 - g. Product data, including drawings and product samples.
 - h. Product Size, weight, configuration of connections, ports or vents.
 - i. Fabrication and installation procedures.
 - j. Comparison of the qualities of the proposed substitution with that specified.
 - k. Cost data comparing the proposed substitution with the product specified.
 - l. Any required license fees or royalties.
 - m. Availability of maintenance service and source of replacement materials.
 - n. Coordination information, including a list of changes or modifications needed to other items of work that will be required to accommodate Proposed substitution.
 - o. Statement on the Substitution's effect on the Construction Schedule.
 - p. Written certification by the proposer that the Substitution is equal or better in every respect to that required by the contract Documents and that substitution will perform adequately in the application intended.
 - q. Written certification that the proposer will pay for all permits, fees, and costs required to implement the substitution, and including waiver of all claims for additional costs or time extension which may subsequently become apparent, and reimbursement of Owner and Architect for review or redesign services associated with re-approval by authorities.

3.06 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
 1. The Architect will accept or reject proposed substitutions within fourteen (14) days of the receipt of the request. If additional documentation is requested, the Architect will render a decision after receipt of that additional documentation.
- B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.
- C. No extension of bid period or contract time will be made for substitution review.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an Addendum.
- E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.
- F. Architect/Engineer shall be the judge of the acceptability of the proposed substitution. Architect's decision on substitution requests is final and does not require documentation or justification.
- G. Architect will notify Contractor in writing of decision to accept or reject request.
 1. Architect's decision following review of proposed substitution will be noted on the submitted form.
- H. Rejection Of Substitution Request: Any of the following reasons shall be cause for rejection, all as determined by the Architect;
 1. Vagueness or incompleteness of Substitution submittal,
 2. Insufficient data, failure to meet specified requirements, (including warranty).
 3. Qualification of the requirements of the Substitution Form, including modification of any of the requirements.
- I. Substitute products shall not be ordered or installed without written acceptance.
- J. Owner shall receive full benefit of any cost reduction as a result of any request for substitution.
- K. Provide submittals for accepted substitutions in accordance with specified requirements of the respective section and provisions of Section 01-3300 - Submittal Procedures.

1. An accepted substitution is not acceptable as a submittal. Provide separate submittals for each review.

3.07 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.08 CLOSEOUT ACTIVITIES

- A. See Section 01-7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

3.09 ATTACHMENTS

- A. Substitution Request Form referenced in this Section is bound following this Section.

END OF SECTION

**SECTION 01-6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Document – Notice Inviting Bids: Products designated by Owner as "CLIENT STANDARDS", as applicable.
- B. Document – General Conditions of the Contract: Product options and substitution procedures.
- C. Section 01-1000 - Summary: Lists of products to be removed from existing building.
- D. Section 01-1100 - Summary of Work: Identification of Owner-supplied products.
- E. Section 01-2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- F. Section 01-3300 - Submittal Procedures: Submittal procedures and requirements.
- G. Section 01-4000 - Quality Requirements: Product quality monitoring.
- H. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- I. Section 01-7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. PCC 3400 - California Public Contract Code; Current Edition.

1.04 SUBMITTALS - SEE SECTION 01-3300

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is encouraged.
 - 1. See drawings for list of items required to be salvaged for reuse and relocation.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. See Section 01-4000 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Containing lead, cadmium, or asbestos.
- D. Where other criteria are met, Contractor shall give preference to products that:

1. If used on interior, have lower emissions, as defined in Section 01-6116.
 2. If wet-applied, have lower VOC content, as defined in Section 01-6116.
- E. Provide interchangeable components by the same manufacture for components being replaced.
- F. Products or equipment referenced with a manufacturer's name and/or model number shall be provided with all standard materials, components, compliance requirements and features normally furnished for that model or product. These items and requirements are inherent in the specification whether or not individually itemized.
- G. Salient Physical Attributes: Physical and other characteristics of products which may not be individually noted in the specifications are essential parts of the product specification. Products shall possess all attributes set forth in the manufacturer's catalog description for the specified item, except for such modifications thereto as may be indicated in the Contract Documents. Such attributes include:
1. Size: Dimensions, Form Factor (relative proportions of height, width, depth). Ability to fit in space provided, without change to other assemblies or systems.
 2. Capacity: Ability to fulfill specified requirements.
 3. Weight: Ability to be supported and braced by structure as shown.
 4. Physical arrangement of connections or ports: Intakes, exhausts, utility connections and other such items; their dimensions, form factors and relative proportions. Connect to other systems, ductwork, utilities, controls without changes to other systems.
 5. Required Clearances: Vertical, horizontal, to other equipment or construction, other similar attributes.
- H. Proprietary Names, Catalog Numbers and Identification: These attributes may be included for convenience in identifying products. Unless modified by Specifications or notation on Drawings, manufacturer's complete product catalog description for indicated product name or number shall constitute requirements for each product as if fully included in the product specification. Products shall incorporate all features set forth in the manufacturer's catalog description for the standard item, except for such modifications thereto as may be indicated in the Contract Documents.
- I. Proprietary names, catalog numbers, and specific requirements as may be set forth, are given to establish standard of design and quality for materials, construction and workmanship. Use of this information to identify products is not intended to preclude use of alternate products by other manufacturers, except as specified in that given section.
- J. Manufacturer's Requirements: All deviations from design requirements shown or specified, resulting either from Contractor's or supplier's change of model, or manufacturer's recommendation, or from submitted alternates or accepted substitutions, shall be clearly indicated on the Contractor's submittals. Contractor shall provide all such manufacturer or supplier supplemental requirements at no additional cost.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming a Single Manufacturer with a Provision for Substitutions: Submit a request for substitution in accordance with specified procedures for products meeting specifications from any manufacturer not named. For such specifications, the Architect is aware of only one manufacturer providing products meeting the specification, pursuant to PCC 3400.
- C. Products specified as Basis of Design: Products specified by Naming a Single Manufacturer and a list of alternate manufacturers: Submit a request for substitution in accordance with specified procedures for products meeting specifications from any named manufacturer other than the listed manufacturer. For such specifications, listing of additional alternate manufacturers is not a representation that any of the alternate manufacturers will offer products that will be acceptable alternates for the specified items.
- D. Products Specified by Naming Multiple Manufacturers with a Provision for Substitutions: Submit a request for substitution in accordance with specified procedures for products meeting specifications from any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01-2500 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01-1100 - Summary of Work for identification of Owner-supplied products.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01-7419.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
 - 1. Execute a formal supplemental agreement between Owner and Contractor allowing off-site storage.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01-6116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
 - 1. All products of each category must comply with applicable regulations in CALGreen.
- B. Requirements for VOC-Content-Restricted products.
 - 1. All products of each category that are installed in the project must comply; applicable laws and ordinances do not allow for partial compliance.
 - 2. All products of each category must comply with applicable regulations in CALGreen.
 - 3. Listing of a product in these specifications shall not be construed as a solicitation or requirement to use any product or combination of products in violation of the requirements of South Coast Air Quality Management District SCAQMD 1168.
 - a. If a listed product does not meet the requirements of this rule, request approval for use of an alternate product by the same or another manufacturer meeting the requirements of this rule.
 - b. Do not use products which do not meet the requirements of this rule.
- C. Requirement for installer certification that they did not use any non-compliant products.

1.02 RELATED REQUIREMENTS

- A. Section 01-3000 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
 - 7. Free-standing furniture.
 - 8. Other products when specifically stated in the specifications.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Exterior and interior paints and coatings applied on site.
 - 2. Exterior and interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Wet-applied roofing and waterproofing.
 - 4. Other products when specifically stated in the specifications.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- C. BIFMA e3 - Furniture Sustainability Standard; Business and Institutional Furniture Manufacturers Association; 2019.
- D. CA-CHPS Criteria - Collaborative for High Performance Schools - California - For New Construction & Major Renovations/Additions of Classroom and Non-Classroom Buildings; Current Edition.
- E. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.2; 2017.
- F. CAL (VOC) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers; 2017.
- G. CALGreen - California Green Building Standards Code, "CALGreen" - Part 11, Title 24, California Code of Regulations; Most Recent Edition Adopted by the California Building Standards Commission.
- H. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; Current Edition.
- I. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- J. CHPS (HPPD) - High Performance Products Database; Current Edition.
- K. CRI (GL) - Green Label Testing Program - Certified Products; Current Edition.
- L. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Current Edition.
- M. GreenSeal GS-36 - Standard for Adhesives for Commercial Use; 2013, with Editorial Revision (2024).
- N. NSF/ANSI 140 - Sustainability Assessment for Carpet; 2019.
- O. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- P. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).
- Q. SCS (CPD) - SCS Certified Products; Current Edition.
- R. UL (GGG) - GREENGUARD Gold Certified Products; Current Edition.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. Sustainable Design Reporting: Submit evidence of compliance.
 - 1. Identify evidence in submittals with the words "CALGreen VOC Compliance Report".
- D. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of installer's products, or 2) that such products used comply with these requirements.

1.06 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.

- e. Current CRI (GLP) certification.
- f. Test report showing compliance and stating exposure scenario used.
4. Product data submittal showing VOC content is NOT acceptable evidence.
5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.
 - c. Certification by manufacturer that product complies with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scs-certified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.
- D. Furnishings Emissions Standard and Test Method: BIFMA e3 Sections 7.6.1 and 7.6.2, tested in accordance with BIFMA M7.1.
 1. Evidence of Compliance:
 - a. Test report showing compliance and stating exposure scenario used.
- E. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
 1. These products may be specified in multiple sections throughout these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard and applicable portions of CARB (ATCM) or contain no added formaldehyde resins.
 2. Furnishings: Comply with Furnishings Emissions Standard and Test Method and applicable portions of CARB (ATCM).
 3. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule and requirements in CALGreen Division 5.5 - ENVIRONMENTAL QUALITY.
 2. Aerosol Adhesives: GreenSeal GS-36 and requirements in CALGreen Division 5.5 - ENVIRONMENTAL QUALITY.
 3. Joint Sealants: SCAQMD 1168 Rule and requirements in CALGreen Division 5.5 - ENVIRONMENTAL QUALITY.
 4. Paints and Coatings: Each color; most stringent of the following including any additional requirements in CALGreen Division 5.5 - ENVIRONMENTAL QUALITY:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).
 5. Carpet and Carpet Cushion: Requirements in CALGreen Division 5.5 - ENVIRONMENTAL QUALITY and meet testing and product requirements of one of the following:
 - a. Carpet & Rug Institute CRI (GL), "Green Label Plus".
 - b. NSF/ANSI 140 at the "Gold Level".
 - c. California Department of Public Health Standard Practice for Testing of VOCs (VOC).
 - d. Scientific Certifications Systems Sustainability Assessment SCS (CPD).
 6. Resilient Flooring: SCS (CPD) RFCI FloorScore Program and requirements in CALGreen Division 5.5 - ENVIRONMENTAL QUALITY.

- a. CA-CHPS Criteria and CHPS (HPPD).
- 7. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

**SECTION 01-6116.01
ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM**

FORM

1.01 IDENTIFICATION:

- A. Project Name: _____
- B. Project No.: _____
- C. Architect: _____

1.02 USE OF THIS FORM:

- A. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
- B. Contractor is required to obtain and submit this form from each installer of work on this project.
- C. For each product category listed, circle the correct words in brackets: either [HAS] or [HAS NOT].
- D. If any of these accessory materials has been used, attach to this form product data and MSDS sheet for each such product.

1.03 VOC CONTENT RESTRICTIONS ARE SPECIFIED IN SECTION 01-6116.

2.01 PRODUCT CERTIFICATION

- A. I certify that the installation work of my firm on this project:
 - 1. [HAS] [HAS NOT] required the use of any ADHESIVES.
 - 2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
 - 3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
 - 4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.
- B. Product data and MSDS sheets are attached.

3.01 CERTIFIED BY: (INSTALLER/MANUFACTURER/SUPPLIER FIRM)

- A. Firm Name: _____
- B. Print Name: _____
- C. Signature: _____
- D. Title: _____ (officer of company)
- E. Date: _____

END OF SECTION

SECTION 01-7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Project must comply with mandatory measures located in CALGreen Section 5.408 Construction Waste Reduction, Disposal, and Recycling.
- C. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- D. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- E. Owner may decide to pay for additional recycling, salvage, and/or reuse based on Landfill Alternatives Proposal specified below.
- F. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Land clearing debris, including brush, branches, logs, and stumps; see Section 31-1000 - Site Clearing for use options.
 - 5. Concrete: May be crushed and used as riprap, aggregate, sub-base material, or fill.
 - 6. Concrete masonry units: May be used on project if whole, or crushed and used as sub-base material or fill.
 - 7. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 8. Glass.
 - 9. Gypsum drywall and plaster.
 - 10. Plastic buckets.
 - 11. Carpet, carpet cushion, carpet tile, and carpet remnants, both new and removed: DuPont (<http://flooring.dupont.com>) and Interface (www.interfaceinc.com) conduct reclamation programs.
 - 12. Paint.
 - 13. Plastic sheeting.
 - 14. Rigid foam insulation.
 - 15. Windows, doors, and door hardware.
 - 16. Plumbing fixtures.
 - 17. Mechanical and electrical equipment.
 - 18. Fluorescent lamps (light bulbs).
 - 19. Acoustical ceiling tile and panels.
- G. The following recycling incentive programs are mandatory for this project; Contractor is responsible for implementation:
 - 1. Rebates and credits must be applied for by Owner and will accrue to Owner.
- H. Develop and follow a Waste Management Plan designed to implement these requirements.
- I. The following sources may be useful in developing the Waste Management Plan:
 - 1. State Recycling Department, at <https://calrecycle.ca.gov/lgcentral/library/canddmodel/instruction/newstructures/>.
- J. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on- or off-site.

- K. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01-1000 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01-2500 - Substitution Procedures.
- C. Section 01-3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- D. Section 01-5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- E. Section 01-6000 - Product Requirements: Waste prevention requirements related to product substitutions.
- F. Section 01-6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- G. Section 01-7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- H. Section 31-1000 - Site Clearing: Handling and disposal of land clearing debris.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.

- B. Landfill Alternatives Proposal: Within 10 calendar days after receipt of Notice to Proceed, or prior to any trash or waste removal, whichever occurs sooner, submit a projection of trash/waste that will require disposal and alternatives to landfilling, with net costs.
 - 1. Submit to Architect for Owner's review and approval.
 - 2. Include an analysis of trash/waste to be generated and landfill options as specified for Waste Management Plan described below.
 - 3. Describe as many alternatives to landfilling as possible:
 - a. List each material proposed to be salvaged, reused, or recycled.
 - b. List the proposed local market for each material.
 - c. State the estimated net cost resulting from each alternative, after subtracting revenue from sale of recycled or salvaged materials and landfill tipping fees saved due to diversion of materials from the landfill.
 - 4. Provide alternatives to landfilling for at least the following materials:
 - a. Concrete masonry units.
 - b. Asphalt paving.
- C. Once Owner has determined which of the landfill alternatives addressed in the Proposal above are acceptable, prepare and submit Waste Management Plan; submit within 10 calendar days after notification by Architect.
- D. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - a. List each material proposed to be salvaged, reused, or recycled.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
 - 7. Recycling Incentives: Describe procedures required to obtain credits, rebates, or similar incentives.
- E. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 - 5. Material Reused on Project: Include the following information for each:

- a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
6. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.
- F. Recycling Incentive Programs:
1. Where revenue accrues to Contractor, submit copies of documentation required to qualify for incentive.
 2. Where revenue accrues to Owner, submit any additional documentation required by Owner in addition to information provided in periodic Waste Disposal Report.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. See Section 01-6000 and Section 01-2500.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01-6000:
 1. Relative amount of waste produced, compared to specified product.
 2. Proposed disposal method for waste product.
 3. Markets for recycled waste product.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01-3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01-5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01-6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01-7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 1. Prebid meeting.
 2. Preconstruction meeting.
 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 2. Provide containers as required.
 3. Provide temporary enclosures around piles of separated materials to be recycled or salvaged.
 4. Provide materials for barriers and enclosures that are nonhazardous, recyclable, or reusable to the maximum extent possible; reuse project construction waste materials if possible.
 5. Locate enclosures out of the way of construction traffic.
 6. Provide adequate space for pick-up and delivery and convenience to subcontractors.

7. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
 8. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
 - G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
 - H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
 - I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

**SECTION 01-8100
GREEN BUILDING DESIGN REQUIREMENTS**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes general requirements and procedures for compliance with California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, CALGreen.
 - 1. CHAPTER 5 - NONRESIDENTIAL MANDATORY MEASURES

1.03 RELATED REQUIREMENTS

- A. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01-7419 - Construction Waste Management and Disposal.
- C. Division 01 sections specifying "Operation & Maintenance Data", "Demonstration and Training" and "Commissioning Requirements".

1.04 REFERENCE STANDARDS

- A. CALGreen - California Green Building Standards Code, "CALGreen" - Part 11, Title 24, California Code of Regulations; Most Recent Edition Adopted by the California Building Standards Commission.

1.05 DEFINITIONS

- A. CALGreen Definitions: Certain terms are defined by Chapter 5 of the code. Words and terms used in this section shall have the meanings shown there.

1.06 ADMINISTRATIVE REQUIREMENTS

- A. Respond to questions and requests from Architect and the Owner regarding CALGreen requirements or elements that are the responsibility of the Contractor, that depend on product selection or product qualities, or that depend on Contractor's procedures. Document responses as informational submittals.

1.07 INFORMATIONAL SUBMITTALS

- A. General: Provide CALGreen submittals in unsecured PDF format as outlined in Section 01-3210, as required by Code and in applicable Specification Sections.
- B. CALGreen submittals are in addition to other required submittals. If submitted item is identical to that submitted to comply with other requirements, denote on that submittal what specific requirements of CALGreen are being met.
- C. Acceptable verification submittals are specified in the related sections.

PART 2 PRODUCTS

2.01 REQUIREMENTS - GENERAL

- A. Provide products and procedures necessary to confirm CALGreen compliance required in this Section. Although other Sections may specify some CALGreen requirements, the Contractor shall determine additional materials, techniques, means, methods and procedures necessary to comply with requirements.

2.02 STORM WATER POLLUTION PREVENTION PLAN

- A. CALGreen Division 5.1 - Site Development: Stormwater Pollution Prevention: Comply with requirements of this code section, local ordinances, General Conditions, Special Provisions, and related sections specifying erosion control.

2.03 CONSTRUCTION WASTE REDUCTION

- A. CALGreen Division 5.4 - Material Conservation and Resource Efficiency: Construction Waste Reduction, Disposal and Recycling: Comply with requirements of this code section, local ordinances and Section 01-7419.

2.04 BUILDING MAINTENANCE AND OPERATION

- A. CALGreen Division 5.4 - Material Conservation and Resource Efficiency: Commissioning: Recycling: Provide readily accessible areas that serve the entire building and are identified for the depositing, storage, and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic wastes and metals, or meet a lawfully enacted local recycling ordinance if more restrictive..
- B. CALGreen Division 5.4 - Material Conservation and Resource Efficiency: Commissioning or Testing and Adjusting: Participate in Commissioning or Testing and Adjusting and provide functional performance testing, based on total square footage of the building, and as required by these code sections and as specified in pertinent sections of Division 01.
- C. CALGreen Division 5.4 - Material Conservation and Resource Efficiency: Documentation and Training: Provide Operations Training as required by these code sections and as specified in Division 01 sections specifying Demonstration, Training and Closeout Submittals as specified in pertinent sections of Division 01.

2.05 POLLUTANT CONTROL

- A. CALGreen Division 5.5 - Environmental Quality: Pollutant Control, Temporary Ventilation, and Duct Coverings: Comply with requirements of this code section, local ordinances and pertinent sections specifying indoor air quality procedures.
 - 1. During storage, rough installation and until final start-up of HVAC equipment, securely cover all ducts and air distribution component openings with plastic, tape, sheet metal or other methods acceptable to enforcing agency to reduce dust or debris collected in the system.
- B. CALGreen Division 5.5 - Environmental Quality: Indoor Moisture Control and Indoor Air Quality: Comply with requirements of this code section, local ordinances and pertinent sections specifying indoor air quality procedures. Provide the following precautions as a minimum if not specified elsewhere.
- C. CALGreen Division 5.5 - Environmental Quality: Finish Material Pollutant Control: All Finish materials shall comply with requirements of this code section, local ordinances and Section 01-6116.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with Section 01-7419 - Construction Waste Management and Disposal.
- B. Comply with execution requirements of related sections, including Division 01 and applicable local codes and ordinances.

END OF SECTION

**SECTION 02-4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.
- C. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 01-1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01-1000 - Summary: Sequencing and staging requirements.
- C. Section 01-1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- D. Section 01-5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 01-5713 - Temporary Erosion and Sediment Control.
- F. Section 01-6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- G. Section 01-7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- H. Section 01-7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- I. Section 31-2200 - Grading: Rough and fine grading.
- J. Section 31-2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 DEFINITIONS

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
- D. Demolition firm qualifications.

- E. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.06 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 3 years of documented experience.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove portions of existing buildings as described in the Contract Documents:
- B. Remove other items indicated, for salvage, relocation, recycling, and _____.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31-2200.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. Hazardous Materials:
 - 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
- F. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Comply with requirements of Section 01-7419 - Construction Waste Management and Disposal.
 - 2. Dismantle existing construction and separate materials.
 - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01-5000 in locations indicated on drawings.
- C. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove materials not to be reused on site; comply with requirements of Section 01-7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 04-2000
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Mortar and grout.
- C. Reinforcement and anchorage.
- D. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06-1000 - Rough Carpentry: Nailing strips built into masonry.
- B. Section 07-6200 - Sheet Metal Flashing and Trim: Through-wall masonry flashings.
- C. Section 07-9200 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2019.
- D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable; 2023, with Editorial Revision.
- E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2024.
- F. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2023.
- G. ASTM C91/C91M - Standard Specification for Masonry Cement; 2023.
- H. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2023.
- I. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units; 2023a.
- J. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- K. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- L. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.
- M. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2024.
- N. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- O. ASTM C780 - Standard Test Methods for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2023.
- P. ASTM C1072 - Standard Test Methods for Measurement of Masonry Flexural Bond Strength; 2022.
- Q. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms; 2023b.
- R. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017 (Reapproved 2023).
- S. ASTM E514/E514M - Standard Test Method for Water Penetration and Leakage Through Masonry; 2020.
- T. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing; 2017.
- U. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.
- V. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.

- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit two samples of decorative block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- E. Manufacturer's Certificate: Certify that water repellent admixture manufacturer has certified masonry unit manufacturer as an approved user of water repellent admixture in the manufacture of concrete block.
- F. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depth of 8 inches.
 - 2. Load-Bearing Units: ASTM C90, normal weight.
 - a. Hollow block, as indicated.
 - b. Exposed Faces (Flat): Manufacturer's standard color and texture to match existing CMU block where indicated. Verify with City of Santa Rosa.
 - c. Exposed Faces (Split-Faced): Manufacturer's standard color and texture to match existing CMU block where indicated. Verify with City of Santa Rosa.
 - d. Manufacturers:
 - 1) The Concrete Products Group; Spec-Brik: www.concreteproductsgroup.com/#sle.
 - 2) Substitutions: See Section 01-6000 - Product Requirements.
 - 3. Units with Integral Water Repellent: Concrete block units as specified in this section with polymeric liquid admixture added to concrete masonry units at time of manufacture.
 - a. Performance of Units with Integral Water Repellent:
 - 1) Water Permeance: When tested per ASTM E514/E514M and for a minimum of 72 hours.
 - (a) No water visible on back of wall above flashing at the end of 24 hours.
 - (b) No flow of water from flashing equal to or greater than 0.032 gallons per hour at the end of 24 hours.
 - (c) No more than 25 percent of wall area above flashing visibly damp at end of test.
 - 2) Flexural Bond Strength: ASTM C1072; minimum 10 percent increase.
 - 3) Compressive Strength: ASTM C1314; maximum 5 percent decrease.
 - b. Use only in combination with mortar that also has integral water repellent admixture.
 - c. Use water repellent admixtures for masonry units and mortar by a single manufacturer.

2.02 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C91/C91M, Type N.
 - 1. Colored Mortar: Premixed cement as required to match existing adjacent condition.
- B. Grout Aggregate: ASTM C404.
- C. Integral Water Repellent Admixture for Mortar: Polymeric liquid admixture added to mortar at the time of manufacture.
 - 1. Use only in combination with masonry units manufactured with integral water repellent admixture.
 - 2. Use only water repellent admixture for mortar from the same manufacturer as water repellent admixture in masonry units.
 - 3. Meet or exceed performance specified for water repellent admixture used in masonry units.

2.03 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers:
 - 1. 3GEN Masonry Products: www.3genmp.com.
 - 2. Blok-Lok Limited: www.blok-lok.com/#sle.
 - 3. WIRE-BOND: www.wirebond.com/#sle.

4. Substitutions: See Section 01-6000 - Product Requirements.
- B. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi), deformed billet bars; galvanized.
- C. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not less than 5/8 inch of mortar coverage from masonry face.

2.04 ACCESSORIES

- A. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; in maximum lengths available.
- B. Building Paper: ASTM D226/D226M, Type I ("No.15") asphalt felt.
- C. Nailing Strips: Softwood lumber, preservative treated; as specified in Section 06-1000.
- D. Weeps:
 1. Type: Polyester mesh.
 2. Color(s): As selected by Architect from manufacturer's full range.
 3. Manufacturers:
 - a. Advanced Building Products, Inc: www.advancedbuildingproducts.com/#sle.
 - b. Blok-Lok Limited: www.blok-lok.com/#sle.
 - c. Substitutions: See Section 01-6000 - Product Requirements.
- E. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.05 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
- B. Admixtures: Add to mixture at manufacturer's recommended rate and in accordance with manufacturer's instructions; mix uniformly.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 1. Bond: Running.
 2. Coursing: One unit and one mortar joint to equal 8 inches.
 3. Mortar Joints: Concave.

3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.

- E. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
- F. Interlock intersections and external corners, except for units laid in stack bond.
- G. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- I. Cut mortar joints flush where wall tile is scheduled or resilient base is scheduled.

3.06 WEEPS/CAVITY VENTS

- A. Install weeps in veneer and cavity walls at 24 inches on center horizontally on top of through-wall flashing above shelf angles and lintels and at bottom of walls.

3.07 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Embed longitudinal wires of joint reinforcement in mortar joint with at least 5/8 inch mortar cover on each side.
- E. Lap joint reinforcement ends minimum 6 inches.
- F. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.
- G. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches horizontally and 24 inches vertically.
- H. Embed ties and anchors in mortar joint and extend into masonry unit a minimum of 1-1/2 inches with at least 5/8 inch mortar cover to the outside face of the anchor.

3.08 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.

3.09 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and glazed frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
 - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.10 TOLERANCES

- A. Install masonry within the site tolerances found in TMS 402/602.
- B. Maximum Variation from Alignment of Columns: 1/4 inch.
- C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- G. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.
- H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.11 CUTTING AND FITTING

3.12 PARGING

- A. Dampen masonry walls prior to parging.
- B. Scarify each parging coat to ensure full bond to subsequent coat.
- C. Parge masonry walls in two uniform coats of mortar to a total thickness of 3/4 inch.
- D. Steel trowel surface smooth and flat with a maximum surface variation of 1/8 inch per foot.
- E. Strike top edge of parging at 45 degrees.

3.13 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01-4000 - Quality Requirements.
- B. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140/C140M for compliance with requirements of this specification.
- C. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

3.14 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.15 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION

SECTION 06-4100
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Specially fabricated cabinet units.
- B. Countertops.
- C. Hardware.
- D. Preparation for installing utilities.

1.02 RELATED REQUIREMENTS

- A. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 12-3600 - Countertops.

1.03 REFERENCE STANDARDS

- A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).
- B. ANSI A208.1 - American National Standard for Particleboard; 2022.
- C. ANSI A208.2 - Medium Density Fiberboard (MDF) for Interior Applications; 2022.
- D. AWI (QCP) - Quality Certification Program; Current Edition.
- E. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- F. AWMAC (GIS) - Guarantee and Inspection Services Program; Current Edition.
- G. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- H. BHMA A156.9 - Cabinet Hardware; 2020.
- I. GSA CID A-A-1936 - Adhesives, Contact, Neoprene Rubber; 1996a (Validated 2013).
- J. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; 2024.
- K. ISO 4586-2 - High-Pressure Decorative Laminates (HPL, HPDL) – Sheets Based on Thermosetting Resins (Usually Called Laminates) – Part 2: Determination of Properties; 2018.
- L. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- M. UL (DIR) - Online Certifications Directory; Current Edition.
- N. WI (CCP) - Certified Compliance Program (CCP); Current Edition.
- O. WI (CSIP) - Certified Seismic Installation Program (CSIP); Current Edition.
- P. WI (MCP) - Monitored Compliance Program (MCP); Current Edition.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot, minimum.
 - 2. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
 - 3. Include certification program label.
- C. Product Data: Provide data for hardware accessories.
- D. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches square, illustrating proposed cabinet, countertop, and shelf unit substrate and finish.
- E. Samples: Submit actual sample items of proposed pulls, hinges, and locksets, demonstrating hardware design, quality, and finish.
- F. Certificate: Submit labels and certificates required by quality assurance and quality control programs.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.
2. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.
3. Single Source Responsibility: Provide and install this work from single fabricator.

B. Quality Certification:

1. Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section: www.awiqcp.org/#sle.
2. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
3. Provide designated labels on shop drawings as required by certification program.
4. Provide designated labels on installed products as required by certification program.
5. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.
6. Replace, repair, or rework all work for which certification is refused.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.

1.07 FIELD CONDITIONS

- A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

PART 2 PRODUCTS

2.01 CABINETS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Plastic Laminate Faced Cabinets: Custom grade.

2.02 PANEL CORE MATERIALS

2.03 LAMINATE MATERIALS

- A. Manufacturers:
1. Formica Corporation; ____: www.formica.com/#sle.
 2. Wilsonart LLC; ____: www.wilsonart.com/#sle.
 3. Substitutions: See Section 01-6000 - Product Requirements.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications.

2.04 COUNTERTOPS

- A. Countertops: See Section 12-3600.

2.05 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Plastic Edge Banding: Extruded ABS or PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
1. Color: As selected by Architect from manufacturer's standard range.
- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.
- D. Concealed Joint Fasteners: Threaded steel.
- E. Adjustable Drawer Organization Systems: Drawer trays, dividers, and connectors.
1. Products:
 - a. Blum, Inc; AMBIA-LINE; www.blum.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- F. Grommets: Standard plastic, painted metal, or rubber grommets for cut-outs, in color to match adjacent surface.

2.06 HARDWARE

- A. Cabinet Hardware: Comply with BHMA A156.9 for hardware types and grades indicated below:
 - 1. Hardware Types: As indicated on drawings.
 - 2. Product Grade: Grade 2.
- B. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch spacing adjustments.
- C. Countertop Support Brackets: Fixed, L-shaped, face-of-stud mounting.
 - 1. Materials: Steel; T-shape cross-section.
 - a. Finish: Manufacturer's standard, factory-applied, powder coat.
 - b. Color: Black.
 - 2. Products:
 - a. A&M Hardware, Inc; Heavy-Duty Hybrid Brackets: www.aandmhardware.com/#sle.
 - b. Rakks/Rangine Corporation; EH Series Brackets: www.rakks.com/#sle.
 - c. Substitutions: See Section 01-6000 - Product Requirements.
- D. Drawer and Door Pulls: "U" shaped wire pull, steel with chrome finish, 4 inch centers.
- E. Keyed Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with chrome finish.
- F. Cabinet Catches and Latches:
 - 1. Type: Push latch.
 - 2. Manufacturers:
 - a. Knappe & Vogt Manufacturing Company: www.knappeandvogt.com/#sle.
 - b. Sugatsune America, Inc: www.sugatsune.com/#sle.
 - c. Titus Cabinet Hardware; Push Latch: www.titusplus.com/us/en/#sle.
 - 3. Substitutions: See Section 01-6000 - Product Requirements.
- G. Drawer Slides:
 - 1. Type: Full extension.
 - 2. Static Load Capacity: Commercial grade.
 - 3. Mounting: Side mounted.
 - 4. Stops: Integral type.
 - 5. Features: Provide self closing/stay closed type.
 - 6. Manufacturers:
 - a. Accuride International, Inc; Heavy-Duty Drawer Slides: www accuride.com/#sle.
 - b. Knappe & Vogt Manufacturing Company; Heavy-Duty Drawer Slides: www.knappeandvogt.com/#sle.
 - c. Substitutions: See Section 01-6000 - Product Requirements.
- H. Hinges: Five Knuckle Grade 1 self-closing type, steel with nickel-plated finish.
 - 1. Manufacturers:
 - a. Hafele; www.hafele.com.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- I. Keyboard Tray: Integral ball-bearing slides; adjustable tilt, gel palm rest, storage compartments, cable management, and mouse pad.
 - 1. Manufacturers:
 - a. Accuride International, Inc; CBERGO-TRAY 300: www accuride.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

2.07 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.

- D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises.
- E. Mechanically fasten back splash to countertops as recommended by laminate manufacturer at 16 inches on center.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- C. Use fixture attachments in concealed locations for wall mounted components.
- D. Use concealed joint fasteners to align and secure adjoining cabinet units.
- E. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- F. Secure cabinets to floor using appropriate angles and anchorages.
- G. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.

3.03 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.04 CLEANING

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

**SECTION 07-2100
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation and integral vapor retarder at cavity wall construction and exterior wall behind gypsum wall finish.
- B. Batt insulation and vapor retarder in exterior wall and ceiling construction.
- C. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

1.02 RELATED REQUIREMENTS

1.03 DEFINITIONS

- A. Mineral Fiber Material Composition: Insulation referred to as mineral fiber block, board, and blanket insulation is composed of fibers from mineral based substances such as rock, slag, or glass and processed from the molten state into fibrous form.
 - 1. Based on type of insulation substance, the material will be referred to as a mineral fiber when having a rock or slag base, and glass fiber with a glass or silica sand base, also considered a mineral.
 - 2. Insulation blankets are flexible units consisting of felted, bonded, or unbonded fibers formed into rolls or flat cut pieces referred to as batts; rolls are simply longer versions of batts.
 - 3. For additional information about mineral fiber and the various classification types, refer to the following reference standards; ASTM C553, ASTM C612, ASTM C665, and ASTM C726.

1.04 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- B. ASTM C165 - Standard Test Method for Measuring Compressive Properties of Thermal Insulations; 2023.
- C. ASTM C240 - Standard Test Methods for Testing Cellular Glass Insulation Block; 2021.
- D. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2023.
- E. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation; 2022.
- F. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013 (Reapproved 2019).
- G. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).
- H. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- I. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014 (Reapproved 2019).
- J. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2023.
- K. ASTM C726 - Standard Specification for Mineral Wool Roof Insulation Board; 2017.
- L. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- M. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings; 2019 (Reapproved 2022).
- N. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- O. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- P. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 Degrees C; 2024.

- Q. ASTM E903 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres; 2020.
- R. ASTM E1414/E1414M - Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum; 2021a.
- S. ASTM E2357 - Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies; 2024.
- T. ICC-ES AC239 - Acceptance Criteria for Termite-Resistant Foam Plastic; 2008, with Editorial Revision (2022).
- U. NFPA 285 - Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Wall Assemblies Containing Combustible Components; 2025.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation on Inside of Concrete and Masonry Exterior Walls: Extruded polystyrene (XPS) board.
- B. Insulation in Metal Framed Walls: Batt insulation with integral vapor retarder.
- C. Insulation Above Lay-In Acoustical Ceilings: Batt insulation with no vapor retarder.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Comply with ASTM C578 with either natural skin or cut cell surfaces.
 - 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 3. Type and Thermal Resistance, R-value: Type IV, 5.0 (0.88), minimum, per 1 inch thickness at 75 degrees F mean temperature.
 - 4. Complies with fire resistance requirements indicated on drawings as part of an exterior non-load-bearing exterior wall assembly when tested in accordance with NFPA 285.
 - 5. Board Edges: Square.
 - 6. Type and Water Absorption: Type XII, 0.3 percent by volume, maximum, by total immersion.
 - 7. Products:
 - a. DuPont de Nemours, Inc; Styrofoam Brand Square Edge: building.dupont.com/#sle.
 - b. Kingspan Insulation LLC; GreenGuard GG25-LG XPS Insulation Board: www.kingspan.com/#sle.
 - c. Owens Corning Corporation; FOAMULAR Type ___ Extruded Polystyrene (XPS) Insulation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01-6000 - Product Requirements.

2.03 MINERAL FIBER BLANKET INSULATION MATERIALS

- A. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
 - 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 4. Formaldehyde Content: Zero.
 - 5. Thermal Resistance: R-value of 21.
 - 6. Thickness: 5-1/2" inch.
 - 7. Facing: Aluminum foil, flame spread 25 rated; one side.
 - 8. Products:
 - a. CertainTeed Corporation: www.certainteed.com/#sle.
 - b. Johns Manville: www.jm.com/#sle.
 - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01-6000 - Product Requirements.

2.04 ACCESSORIES

- A. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
 - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
 - 2. Width: Are required for application.
 - 3. Temperature Resistance: Range of minus 40 to 212 degrees F.
 - 4. Products:
 - a. SIGA Cover Inc; SIGA-Rissan: www.siga.swiss/global_en/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- B. Sill Plate Sealer: Closed-cell foam tape with rubberized adhesive membrane; bridges gap between foundation structure and sill plate or skirt board.
 - 1. Width: 3-1/2 inches.
 - 2. Ultraviolet (UV) and Weathering Resistance: Approved in writing by manufacturer for up to 30 days of weather exposure.
- C. Rigid Insulation Pronged Attachment Washers: Solid plastic cap washer with prongs and flexible perimeter seal attached with screws to substrate for attachment of rigid insulation and to help seal against air and moisture penetration through weather barrier assembly.
 - 1. Products:
 - a. TruFast Walls, a Division of Altenloh, Brinck & Co. US, Inc; Thermal-Grip ci Prong Washer: www.trufastwalls.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- D. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- E. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- F. Wire Mesh: Galvanized steel, hexagonal wire mesh.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and ceiling spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over face of member
- F. Tape seal tears or cuts in vapor retarder.
- G. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane; tape seal in place.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

**SECTION 07-2500
WEATHER BARRIERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water-resistive barriers.

1.02 RELATED REQUIREMENTS

- A. Section 07-2100 - Thermal Insulation: Weather barrier installed in conjunction with batt insulation.
- B. Section 07-6200 - Sheet Metal Flashing and Trim: Metal flashings installed in conjunction with weather barriers.

1.03 DEFINITIONS

- A. Weather Barriers: Materials or assemblies forming water-resistive barriers, air barriers, vapor retarders, or combination of one or more assemblies.
- B. Water-Resistive Barriers: Materials or assemblies installed behind exterior wall coverings; designed to prevent liquid water from further penetration into exterior wall assembly.

1.04 REFERENCE STANDARDS

- A. AATCC Test Method 127 - Test Method for Water Resistance: Hydrostatic Pressure; 2018, with Editorial Revision (2019).
- B. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings; 2019 (Reapproved 2022).
- C. ASTM C1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers; 2015 (Reapproved 2022).
- D. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017 (Reapproved 2023).
- E. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).
- F. ASTM D751 - Standard Test Methods for Coated Fabrics; 2019.
- G. ASTM D779 - Standard Test Method for Determining the Water Vapor Resistance of Sheet Materials in Contact with Liquid Water by the Dry Indicator Method; 2016.
- H. ASTM D903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds; 1998 (Reapproved 2017).
- I. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- J. ASTM D3330/D3330M - Standard Test Method for Peel Adhesion of Pressure-Sensitive Tape; 2004 (Reapproved 2018).
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- L. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- M. ASTM E1677 - Standard Specification for Air Barrier (AB) Material or Assemblies for Low-Rise Framed Building Walls; 2023.
- N. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.
- O. ASTM E2357 - Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies; 2024.
- P. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Q. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers; 2016, with Editorial Revision (2021).
- R. ICC-ES AC148 - Acceptance Criteria for Flexible Flashing Materials; 2017, with Editorial Revision (2021).

- S. ICC-ES AC212 - Acceptance Criteria for Water-Resistive Coatings Used as Water-Resistive Barriers over Exterior Sheathing; 2015, with Editorial Revision (2020).
- T. NFPA 285 - Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Wall Assemblies Containing Combustible Components; 2025.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics.

PART 2 PRODUCTS

2.01 WATER-RESISTIVE BARRIERS

- A. Description: Materials installed behind exterior wall coverings; designed to prevent liquid water from further penetration into exterior wall assembly. Primary materials include mechanically applied sheets; accessory materials include flashings and seam tapes.
- B. Asphalt Felt: ASTM D226/D226M, Type I, No.15 asphalt felt.

2.02 ACCESSORIES

- A. Seal and Perimeter Tapes: As recommended by water-resistive barrier manufacturer.
- B. Flashings and Sealants: As recommended by water-resistive barrier manufacturer for application.
- C. Building Insulation: See Section 07-2100.
- D. Sealant for Cracks and Joints In Substrates: Resilient elastomeric joint sealant compatible with substrates and weather barrier materials.
 - 1. Application: Apply at 30 to 40 mil, 0.030 to 0.040 inch nominal thickness.
 - 2. Color: Green.
 - 3. Elongation: 1,300 percent, measured in accordance with ASTM D412.
 - 4. Peel Adhesion: 28 lb/inch, minimum, when tested in accordance with ASTM D903.
 - 5. Hydrostatic Head Pressure: Resist head pressure of 57 feet, maximum, when tested in accordance with ASTM D751.
 - 6. Products:
 - a. Rubber Polymer Company; Rub-R-Wall Mastic: www.rpcinfo.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- E. Flexible Flashing: Self-adhering sheet flashing complying with ASTM D1970/D1970M; waive slip resistance requirement if not installed on roof.
 - 1. Width: 3 inches.
 - 2. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 30 days of weather exposure.
 - 3. Products:
 - a. DuPont de Nemours, Inc; FlexWrap: www.dupont.com/building/#sle.
 - b. Henry Company; FortiFlash: www.henry.com/#sle.
 - c. W. R. Meadows, Inc; Air-Shield Butyl Flashing: www.wrmeadows.com/#sle.
 - d. Substitutions: See Section 01-6000 - Product Requirements.
- F. Sill Plate Sealer: Closed-cell foam tape with rubberized adhesive membrane; bridges gap between foundation structure and sill plate or skirt board.
 - 1. Width: 3-1/2 inches.
 - 2. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 30 days of weather exposure.
 - 3. Products:
 - a. Protecto Wrap Company; Triple Guard Energy Sill Sealer: www.protectowrap.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

2.03 FASTENERS

- A. Fasteners for Attaching Water-Resistive Barriers to Substrates: As indicated on drawings.

- B. Air- and Moisture-Sealing Insulation Fasteners: Preassembled fastener units consisting of sealing washer, screw, and gasketing tube.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate.
 - 2. Thread and tip types as required for substrate material.
 - 3. Products:
 - a. TruFast Walls, a Division of Altenloh, Brinck & Co. US, Inc; Grip-Deck TubeSeal: www.trufastwalls.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- C. Self-Sealing Washers: Solid plastic, 2 inch diameter washers; seals building-wrap air barriers against air penetration.
 - 1. Products:
 - a. TruFast Walls, a Division of Altenloh, Brinck & Co. US, Inc; Thermal-Grip Flat Washer: www.trufastwalls.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions comply with requirements of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's installation instructions.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Mechanically Fastened Sheets:
 - 1. Install sheets in shingle fashion to shed water; align horizontally.
 - 2. Overlap seams as recommended by manufacturer, 6 inches, minimum.
 - 3. Overlap at outside and inside corners as recommended by manufacturer, 12 inches, minimum.
 - 4. Install water-resistive barrier over jamb flashings.
 - 5. Install head flashings under water-resistive barrier.
 - 6. At framed openings with frames having nailing flanges, extend sheet into opening and over flanges; at head of opening, seal sheet over flange and flashing.

3.04 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 07-6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, and exterior penetrations.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- D. ASTM A755/A755M - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products; 2018.
- E. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2023.
- F. ASTM B32 - Standard Specification for Solder Metal; 2020.
- G. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- H. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- I. CDA A4050 - Copper in Architecture - Handbook; Current Edition.
- J. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01-7419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal.

2.02 PREPAINTED, METALLIC-COATED STEEL SHEETS

- A. Description: Factory-applied coatings applied to metallic-coated steel sheet substrates prior to fabrication by coil coating; topcoat systems consist of primers and organic topcoats on exposed, top side of sheet; washcoats on bottom, unexposed sheet side.
- B. Comply with ASTM A755/A755M.
- C. Metallic-Coated Steel Sheet Substrates:

1. Zinc-Coated, Galvanized, Steel Sheets: Commercial steel sheets, galvanized by hot-dip process; comply with ASTM A653/A653M; coating designation G90.
- D. Substrate Preparation for Prefinishing: Clean and prepare substrate surfaces in accordance with coating manufacturer's recommendations for substrate type and application.
- E. Washcoats or Backercoats: Provide washcoats or backercoats in accordance with organic coating manufacturer's recommendations.
- F. Primer Coats: Provide basecoat primers in accordance with coating manufacturer's recommendations for substrate type, topcoat, and application.
- G. Superior Performance Organic Coating System: Provide thermally cured 70-percent PVDF or FEVE fluoropolymer systems in accordance with AAMA 2605, tested for weathering for 10 years with 5 delta units maximum of color change.
 1. Clear Topcoat: Provide clear topcoat over pigmented topcoat.
- H. Application: Cleats, Flashing, Counterflashing, and Sill Flashing.
 1. Drawing Detail: As indicated on drawings.
 2. Base Metal Thickness: 24 gauge, 0.024 inch, minimum.
 3. Coating System: High-performance organic coating system.
 4. Color: As selected by Architect from manufacturer's standard colors.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.

2.04 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Comply with drawing details.
- B. Insert flashings into reglets to form tight fit; secure in place with lead wedges; pack remaining spaces with lead wool; seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- D. Apply plastic cement compound between metal flashings and felt flashings.
- E. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Seal metal joints watertight.

END OF SECTION

**SECTION 07-9200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.
- B. Section 09-2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
- C. Section 09-3000 - Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- C. ASTM C834 - Standard Specification for Latex Sealants; 2017 (Reapproved 2023).
- D. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2020).
- I. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).
- J. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics; 2023.
- K. ASTM D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers; 2022.
- L. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- M. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2022.
- N. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).
- O. UL 263 - Standard for Fire Tests of Building Construction and Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Backing material recommended by sealant manufacturer.
 - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 5. Substrates the product should not be used on.
 - 6. Substrates for which use of primer is required.
 - 7. Certification by manufacturer indicating that product complies with specification requirements.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

- D. Sustainable Design Documentation: For sealants and primers, submit VOC content and emissions documentation; see Section 01-6116.
- E. Installation Plan: Submit at least four weeks prior to start of installation.
- F. Installer's qualification statement.
- G. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- B. Installation Plan: Include schedule of sealed joints, including the following:
 - 1. Joint width indicated in Contract Documents.

1.06 WARRANTY

- A. See Section 01-7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Notice of Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants Acceptable Manufacturers:
 - 1. Bostik Inc: www.bostik-us.com/#sle.
 - 2. Dow: www.dow.com/#sle.
 - 3. Henry Company: www.henry.com/#sle.
 - 4. Master Builders Solutions: www.master-builders-solutions.com/en-us/#sle.
 - 5. Sika Corporation: usa.sika.com/#sle.
 - 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints:
 - a. Seal open joints except open joints indicated on drawings as not sealed.
 - 2. Interior Joints:
 - a. Do not seal gaps and openings in gypsum board and suspended ceilings
 - b. Seal the following joints:
 - 1) Joints between door frames and window frames and adjacent construction.
 - 2) In sound-rated wall and ceiling assemblies, seal joints between wall assemblies and ceiling assemblies; between wall assemblies and other construction; between ceiling assemblies and other construction.
 - 3) Joints indicated on the drawings to receive sealant..
 - 3. Do Not Seal:
 - a. Intentional weep holes in masonry.
 - b. Joints indicated to be covered with expansion joint cover assemblies.
 - c. Joints where sealant installation is specified in other sections.
 - d. Joints between suspended ceilings and walls.
- B. Exterior Joints: Use nonsag nonstaining silicone sealant, unless otherwise indicated.
- C. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01-6116.

2.04 NONSAG JOINT SEALANTS

- A. Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M, A, G, and O; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: To be selected by Architect from manufacturer's standard range.
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
- C. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, nonstaining, nonbleeding, nonsagging; not intended for exterior use.
 - 1. Color: To be selected by Architect from manufacturer's standard range.
 - 2. Grade: ASTM C834; Grade 0 Degrees F (Minus 18 Degrees C).
 - 3. Products:
 - a. Hilti, Inc; CP 506 Smoke and Acoustical Sealant: www.us.hilti.com/#sle.
 - b. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; Tremflex 834: www.tremcosealants.com/#sle.
 - d. Substitutions: See Section 01-6000 - Product Requirements.

2.05 ACCESSORIES

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in an inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.

- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

**SECTION 08-1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermally insulated Hollow metal doors and frames.

1.02 RELATED REQUIREMENTS

- A. Section 08-7100 - Door Hardware.
- B. Section 09-9113 - Exterior Painting: Field painting.
- C. Section 09-9123 - Interior Painting: Field painting.

1.03 ABBREVIATIONS AND ACRONYMS

- A. ANSI: American National Standards Institute.
- B. ASCE: American Society of Civil Engineers.
- C. HMMA: Hollow Metal Manufacturers Association.
- D. NAAMM: National Association of Architectural Metal Manufacturers.
- E. NFPA: National Fire Protection Association.
- F. SDI: Steel Door Institute.
- G. UL: Underwriters Laboratories.

1.04 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames; 2019.
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2024.
- D. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames; 2024.
- E. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2023.
- F. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2020.
- G. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- H. ASTM A480/A480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2023b.
- I. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- J. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.
- K. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable; 2023, with Editorial Revision.
- L. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- M. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.
- N. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- O. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.

- P. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.
- Q. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- R. ASTM E336 - Standard Test Method for Measurement of Airborne Sound Attenuation Between Rooms in Buildings; 2023.
- S. ASTM E413 - Classification for Rating Sound Insulation; 2022.
- T. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- U. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- V. NAAMM HMMA 805 - Recommended Selection and Usage Guide for Hollow Metal Doors and Frames; 2012.
- W. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- X. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.
- Y. NAAMM HMMA 840 - Guide Specifications for Receipt, Storage and Installation of Hollow Metal Doors and Frames; 2024.
- Z. NAAMM HMMA 850 - Fire-Rated Hollow Metal Doors and Frames; 2014.
- AA. NAAMM HMMA 860 - Guide Specifications for Hollow Metal Doors and Frames; 2018.
- BB. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2014.
- CC. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2025.
- DD. NFPA 105 - Standard for Smoke Door Assemblies and Other Opening Protectives; 2025.
- EE. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2022.
- FF. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames; 2023.
- GG. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
- C. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide hollow metal doors and frames from SDI Certified manufacturer: <https://steeldoor.org/sdi-certified/#sle>.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Curries, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 3. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.

4. Steelcraft, an Allegion brand: www.allegion.com/#sle.
5. Substitutions: See Section 01-6000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 2. Accessibility: Comply with ICC A117.1 and ADA Standards. Comply with current edition California Building Code Chapter 11B standards.
 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
 4. Door Edge Profile: Manufacturers standard for application indicated.
 5. Typical Door Face Sheets: Flush.
 6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 7. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvanized) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
 - a. Based on SDI Standards: Provide at least A40/ZF120 (galvanized) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvanized) for corrosive locations.
- B. Hollow Metal Panels: Same construction, performance, and finish as doors.
- C. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Exterior Doors: Thermally insulated.
 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 3 - Extra Heavy-duty.
 - b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 16 gauge, 0.053 inch, minimum.
 - e. Zinc Coating: A60/ZF180 galvanized coating; ASTM A653/A653M.
 2. Door Thickness: 1-3/4 inches, nominal.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Full profile/continuously welded type.
 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvanized) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 2. Frame Metal Thickness: 16 gauge, 0.053 inch, minimum.
 3. Frame Finish: Factory primed and field finished.
 4. Weatherstripping: Separate, see Section 08-7100.
- C. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- D. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.06 ACCESSORIES

- A. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
- B. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 PREPARATION

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 08-7100.

3.04 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.05 ADJUSTING

- A. Adjust for smooth and balanced door movement.
- B. Adjust sound control doors so that seals are fully engaged when door is closed.

3.06 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

**SECTION 08-5653
SECURITY WINDOWS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security view windows, with glazing.

1.02 RELATED REQUIREMENTS

- A. Section 03-3000 - Cast-in-Place Concrete: Installation of anchorage items embedded in concrete.
- B. Section 07-2500 - Weather Barriers: Sealing frames to water-resistive barrier installed on adjacent construction.
- C. Section 07-9200 - Joint Sealants: Sealing joints between frames and adjacent construction.
- D. Section 09-2116 - Gypsum Board Assemblies: Bullet-resistant sheathing and wallboard for bullet-resistant partitions and walls.
- E. Section 09-9113 - Exterior Painting: Field painting.
- F. Section 09-9123 - Interior Painting: Field painting.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM A27/A27M - Standard Specification for Steel Castings, Carbon, for General Application; 2020.
- E. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- G. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- H. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- I. ASTM C1199 - Standard Test Method for Measuring the Steady-State Thermal Transmittance of Fenestration Systems Using Hot Box Methods; 2022.
- J. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- K. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- L. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2023).
- M. ASTM E488/E488M - Standard Test Methods for Strength of Anchors in Concrete Elements; 2022.
- N. ASTM E1423 - Standard Practice for Determining Steady State Thermal Transmittance of Fenestration Systems; 2021.
- O. ASTM F588 - Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact; 2017 (Reapproved 2023).
- P. ASTM F1233 - Standard Test Method for Security Glazing Materials And Systems; 2021.
- Q. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2023.
- R. NIJ 0108.01 - Standard for Ballistic Resistant Protective Materials; 1985.
- S. SSPC-Paint 33 - Coal Tar Mastic Coating, Cold-Applied; 2023.

- T. UL (DIR) - Online Certifications Directory; Current Edition.
- U. UL 752 - Standard for Bullet-Resisting Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Furnish anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, to be embedded into concrete or masonry, with setting diagrams and installation, to applicable installer in time for installation.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's published data showing materials, construction details, dimensions of components, and finishes.
- C. Shop Drawings: Drawings prepared specifically for this project, showing plans, elevations, sections, details of construction, anchorage to other work, hardware, and glazing.
 - 1. For new work show required opening dimensions and allowance for field deviation.
- D. Test Reports: Test reports for specific window model and glazing to be furnished, showing compliance with specified requirements; window and glazing may be tested separately, provided window test sample adequately simulates the glazing to be used.
 - 1. Include testing agency qualifications.
 - 2. For structural, forced entry, and ballistic tests, provide details on method of anchorage to test frame.
 - 3. Reports for thermal requirements may be based on calculations, in accordance with the specified standard.
- E. Samples for Selection of Applied Finishes: Color charts for factory finishes.
- F. Samples of Color Anodized Finishes: Frame member sections showing range of color to be expected in finished work.
- G. Manufacturer's Qualification Statement.
- H. Installer's Qualification Statement.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements for additional provisions.
 - 2. Extra Security Fasteners: At least one box for every 50 boxes, or fraction thereof, of each type and size installed; provide products matching those installed, packaged and labeled.
 - 3. Tool Kit: 3 Sets of tools for security fasteners.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm with at least 5 years experience in the manufacture of windows of the type specified and able to provide test reports showing that their standard manufactured products meet the specified requirements; custom designed products not acceptable.
- B. Testing Agency Qualifications: Independent testing agency able to show experience in conducting tests of the type specified and:
- C. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- D. Welder Qualifications: Qualified in accordance with AWS procedures for type of welding required.

1.07 WARRANTY

- A. See Section 01-7800 - Closeout Submittals for additional warranty requirements.
- B. Provide manufacturer's warranty agreeing to repair or replace windows and window components that fail within three years after Date of Substantial Completion due to, but not limited to, the following:
 - 1. Structural failure, failure of welds, and deterioration of metals and finishes beyond that expected under detention use and normal weathering.
 - 2. Failure of glazing due to excessive deflection of supporting members under wind load.
 - 3. Air leakage exceeding performance specified.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Design for security windows is based on Model USAW 400 Series by US Bullet Proofing, Inc; Marlboro, MD; Phone (301) 218-7920. www.usbp.com.
- B. Other acceptable manufacturers:
 - 1. Chicago Bullet Proof Systems; _____: www.chicagobulletproof.com/#sle.
 - 2. Krieger Specialty Products; _____: www.kriegerproducts.com/#sle.
 - 3. National Bullet Proof, Inc; _____: www.nationalbulletproof.com/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.
- C. Security Fasteners:
 - 1. Acument Global Technologies; _____: www.acument.com/#sle.
 - 2. Safety Socket Screw Corporation; _____: www.safetysocket.com/#sle.
 - 3. Tamperproof Screw Co, Inc; _____: www.tamperproof.com/#sle.
 - 4. Tamper-Pruf Screws, Inc; _____: www.tamper-pruf-screws.com/#sle.
 - 5. Substitutions: See Section 01-6000 - Product Requirements.

2.02 ASSEMBLIES

- A. Security Windows:
 - 1. Dimensions, profiles, features, and performance specified and indicated on drawings are required; do not deviate unless specifically approved by Architect under substitution procedures; see Section 01-6000.
 - 2. Design to fit openings indicated on drawings; design to accommodate deviation of actual construction from dimensions indicated on drawings.
 - 3. Fabricate frames and sash with corners mitered or coped full depth with concealed welded joints.
 - 4. Design anchorages to provide performance equivalent to that required for window unit; provide anchorages at least equivalent to those by which the tested units were anchored to the test frame.
 - 5. Separate dissimilar metals to prevent corrosion by galvanic action by painting contact surfaces with primer or with sealant or tape recommended by manufacturer for the purpose.
 - 6. Weld components before finishing and in concealed locations, to greatest extent possible; minimize distortion and discoloration of finish; remove residue of welding; grind exposed welds smooth and finish to match.
 - 7. Label units to indicate which side is which, such as inside/outside or secure/non-secure; use labels that are removable after installation but durable enough not to be lost during delivery, storage, handling, and installation.
- B. Exterior Window Requirements: Comply with following performance requirements as well as other specified criteria.
 - 1. Structural Performance: Capable of withstanding wind loads as specified by code without permanent deformation or breakage of components, when tested in accordance with ASTM E330/E330M.
 - 2. Deflection of Framing Members Supporting Glass: Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edge to less than 1/175 of their lengths under specified design load.
 - 3. Air Leakage of Operable Windows: 0.30 cfm/sq ft maximum leakage for operable window units when tested at 6.27 psf pressure difference in accordance with ASTM E283/E283M.
 - 4. Air Leakage of Fixed Windows: 0.10 cfm/sq ft maximum leakage for fixed window units when tested at 6.27 psf pressure difference in accordance with ASTM E283/E283M.
 - 5. Water Penetration: None, when tested in accordance with ASTM E331 at test pressure difference of 2.86 psf.
 - 6. Thermal Performance: Whole-window U-value of 0.27 Btu/sq ft h degF at 15 mph exterior wind velocity and winter condition temperatures.
 - a. Test in accordance with ASTM C1199 and ASTM E1423.
 - b. Determine U-value according to NFRC 100.
 - 7. Provide thermally broken construction using poured and de-bridged thermal barrier in frame and sash members.
 - 8. Provide weep holes and internal water passages to conduct infiltrated water to exterior.
 - 9. Provide water shed members where sash frames lap in wrong direction to shed water.

10. Provide factory-installed weatherstripping on operable sash.
11. Weight: Maximum 27 lbs per square foot for complete window assembly.

2.03 SECURITY VIEW WINDOWS

- A. Security View Windows: Factory-assembled fixed glazing panel reglazable from secure side without disassembly of frame, with non-removable trim and glazing stops on non-secure side (outside).
 1. Glazing: Laminated type with glass on surface exposed to weather; kind as required to achieve performance criteria specified.
 2. Framing and Glazing Stops: Formed galvanized steel sheet; baked enamel finish.
 3. Ballistic Resistance: UL 752 Level 3 (super-power handgun).
 4. Forced Entry Resistance: ASTM F1233 Class III, tested from outside.

2.04 ASSEMBLY COMPONENTS

- A. Aluminum Framing: ASTM B221 (ASTM B221M) extrusions of alloy and temper selected by manufacturer for strength, corrosion resistance, and finish required; not less than 1/8 inch thick at any location of frame and sash members.
- B. Frame Anchors: Mild steel plates, shapes, or bars, concealed in completed construction; provide anchorage devices as necessary to securely fasten windows to adjacent construction; use security fasteners for exposed anchors.
 1. For Embedding in Concrete: Minimum 3/16 inch thick plates, with minimum of two 1/2 inch diameter headed stud welded to back; designed for later welding to window frame.
 2. Provide minimum of two anchors per side of window plus one additional anchor for each 18 inches or fraction thereof more than 36 inches in height or width.
- C. Weatherstripping: Factory installed; molded EPDM or neoprene.
- D. Glazing Seals: Factory installed; molded EPDM or neoprene compressible gaskets and compression strips.
- E. Through Glass Electronic Communication Device: Stainless steel, round, allowing passage of speech at amplified volume without distortion; listed and labeled by UL (DIR) as bullet resisting to UL 752, Level 3.
 1. Design is based on UST 1 by US Bullet Proofing, Inc. or equal.
- F. Bituminous Paint: Cold-applied asbestos-free asphalt mastic, complying with SSPC-Paint 33; 30 mils, 0.030 inch minimum thickness per coat.

2.05 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that window openings are ready for installation of windows.
- B. Verify that correct embedded anchors are in place and in proper location; repair or replace anchors as required to achieve satisfactory installation.
- C. Notify Architect if conditions are not suitable for installation of windows; do not proceed until conditions are satisfactory.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and drawing details.
- B. Install windows in correct orientation (inside/outside or secure/non-secure).
- C. Anchor windows securely in manner so as to achieve performance specified.
- D. Separate metal members from concrete and masonry using bituminous paint.
- E. Set sill members and sill flashing in continuous bead of sealant.

3.03 CLEANING

- A. Clean exposed surfaces promptly after installation without damaging finishes.
- B. Remove and replace defective work.

END OF SECTION

SECTION 08-5659
SERVICE TRANSACTION PASS-THROUGH DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pass-through devices.

1.02 RELATED REQUIREMENTS

- A. Section 07-2500 - Weather Barriers: Sealing frames to water-resistive barrier installed on adjacent construction.
- B. Section 07-9200 - Joint Sealants: Sealing joints between frames and adjacent construction.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate work with adjacent materials specified in other sections and as indicated on drawings and approved shop drawings.
- B. Coordinate electrical service and rough-in requirements.
- C. Preinstallation Meeting: Prior to start of installation arrange a meeting on site to familiarize installer and installers of related work with requirements relating to this work.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's product data for specified products indicating materials, operation, glazing, finishes, and installation instructions.
- C. Shop Drawings: Indicate configuration, sizes, rough-in, mounting, anchors and fasteners, and installation clearances.
- D. Manufacturer Qualification Statement.
- E. Installer Qualification Statement.
- F. Testing Agency Qualification Statement.
- G. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with at least ten years documented experience, and with ability to provide test reports showing that their standard manufactured products meet the specified requirements.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Testing Agency Qualifications: Independent testing agency with documented experience in conducting tests of the type specified.

1.06 WARRANTY

- A. See Section 01-7800 - Closeout Submittals for additional warranty requirements.
- B. Provide manufacturer's warranty agreeing to repair or replace units and their components that fail in materials or workmanship within five years from Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 PASS-THROUGH DEVICES

- A. Location: Built within exterior wall, as indicated on drawings.
- B. Communication: Provide call button.

- C. Material and Operation: Stainless steel construction; transfer area automatically locking when in a closed position; manual operation unless otherwise indicated.
- D. Products:
 - 1. Shure Safe - SPT354 or equal; www.shuresafe.com/product/drawer-spt354/.
 - 2. Substitutions: See Section 01-6000 - Product Requirements.

2.03 ASSEMBLY COMPONENTS

2.04 MATERIALS

- A. Stainless Steel: Type 304 with No. 3 - Coarse finish.

2.05 ACCESSORIES

PART 3 EXECUTION

3.01 EXAMINATION

- A. Notify Architect if conditions are not suitable for installation of units; do not proceed until conditions are satisfactory.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install units in correct orientation (inside/outside or secure/non-secure).
- C. Anchor units securely in manner so as to achieve performance specified.

3.03 ADJUSTING

- A. Adjust operating components for smooth operation while also maintaining a secure, weather-tight enclosure and a tight fit at the contact points; lubricate operating hardware.

3.04 CLEANING

- A. Remove protective material from factory finished surfaces.
- B. Clean exposed surfaces promptly after installation without damaging finishes.

3.05 PROTECTION

- A. Provide temporary protection to ensure that materials are without damage upon Date of Substantial Completion.

END OF SECTION

**SECTION 08-7100
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for hollow metal doors.
- B. Hardware for fire-rated doors.
- C. Weatherstripping and gasketing.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. BHMA (CPD) - Certified Products Directory; Current Edition.
- C. BHMA A156.1 - Standard for Butts and Hinges; 2021.
- D. BHMA A156.2 - Bored and Preamsembled Locks and Latches; 2022.
- E. BHMA A156.4 - Door Closers and Pivots; 2024.
- F. BHMA A156.5 - Cylinders and Input Devices for Locks; 2020.
- G. BHMA A156.6 - Standard for Architectural Door Trim; 2021.
- H. BHMA A156.16 - Standard for Auxiliary Hardware; 2023.
- I. BHMA A156.18 - Standard for Materials and Finishes; 2020.
- J. BHMA A156.20 - Standard for Strap and Tee Hinges, and Hasps; 2021.
- K. BHMA A156.21 - Thresholds; 2019.
- L. BHMA A156.22 - Standard for Gasketing; 2021.
- M. BHMA A156.28 - Standard for Recommended Practices for Mechanical Keying Systems; 2023.
- N. BHMA A156.29 - American National Standard for Exit Locks, Exit Alarms, Alarms for Exit Devices; 2017.
- O. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- P. CBSC (CBC) - California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 & 2; Most Recent Edition Adopted by the California Building Standards Commission.
- Q. DHI (H&S) - Sequence and Format for the Hardware Schedule; 2019.
- R. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- S. ITS (DIR) - Directory of Listed Products; Current Edition.
- T. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2025.
- U. NFPA 105 - Standard for Smoke Door Assemblies and Other Opening Protectives; 2025.
- V. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2022.
- W. UL (DIR) - Online Certifications Directory; Current Edition.
- X. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- Y. UL 437 - Standard for Key Locks; Current Edition, Including All Revisions.
- Z. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

- C. Contractor is required to provide both a hardware installer and a recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing projects of this size and scope in the project's vicinity for a period of not less than 5 years. The hardware installer or the hardware supplier shall employ an Architectural Hardware Consultant (AHC) who is available at reasonable times during the course of the project for consultation with the owner, architect and contractor regarding the project's hardware requirements. The firm shall have extensive hands-on experience in solving field problems. Must be able to demonstrate the ability to successfully complete a project of this type.
- D. Preinstallation Meeting: Convene a preinstallation meeting one week prior to commencing work of this section; attendance is required by affected installers and the following:
 - 1. Architect.
 - 2. Installer's Architectural Hardware Consultant (AHC).
 - 3. Hardware Installer.
 - 4. Owner's Security Consultant.
- E. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- F. Keying Requirements Meeting:
 - 1. Schedule meeting at project site prior to Contractor occupancy.
 - 2. Attendance Required:
 - a. Contractor.
 - b. Owner.
 - c. Architect.
 - d. Hardware Installer.
 - e. Owner's Security Consultant.
 - 3. Agenda:
 - a. Establish keying requirements.
 - b. Verify locksets and locking hardware are functionally correct for project requirements.
 - c. Verify that keying and programming complies with project requirements.
 - d. Establish keying submittal schedule and update requirements.
 - 4. Incorporate "Keying Requirements Meeting" decisions into keying submittal upon review of door hardware keying system including, but not limited to, the following:
 - a. Access control requirements.
 - b. Key control system requirements.
 - 5. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.
 - 6. Deliver established keying requirements to manufacturers.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- C. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
 - 1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
 - 2. Comply with DHI (H&S) using door numbers and hardware set numbers as indicated in construction documents.
 - 3. List groups and suffixes in proper sequence.
 - 4. Provide complete description for each door listed.
 - 5. Provide manufacturer name, product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.
 - 6. Include account of abbreviations and symbols used in schedule.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

- E. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
 - 1. Submit manufacturer's parts lists and templates.
 - 2. Bitting List: List of combinations as furnished.
- F. Keying Schedule:
 - 1. Submit three (3) copies of Keying Schedule in compliance with requirements established during Keying Requirements Meeting unless otherwise indicated.
- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.
- I. Supplier's qualification statement.
- J. Specimen warranty.
- K. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.
- L. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements, for additional provisions.
 - 2. Tools: One set of each special wrench or tool applicable for each different or special hardware component, whether supplied by hardware component manufacturer or not.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.
- C. Supplier Qualifications: Company with certified Architectural Hardware Consultant (AHC) and Electrified Hardware Consultant (EHC) to assist in work of this section.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

1.08 WARRANTY

- A. See Section 01-7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer's Warranty: Provide warranty against defects in material and workmanship for period indicated. Complete forms in Owner's name and register with manufacturer.
 - 1. Closers: Five years, minimum.
 - 2. Exit Devices: Three years, minimum.
 - 3. Locksets and Cylinders: Three years, minimum.
 - 4. Other Hardware: Two years, minimum.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: CBSC (CBC), ADA Standards and ICC A117.1.
 - 3. Fire-Rated Doors: NFPA 80, listed and labeled by qualified testing agency for fire protection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
 - 4. Hardware on Fire-Rated Doors: Listed and classified by UL (DIR), ITS (DIR), or testing firm acceptable to authorities having jurisdiction as suitable for application indicated.
 - 5. Hardware for Smoke and Draft Control Doors: Provide door hardware that complies with local codes, and requirements of assemblies tested in accordance with UL 1784.
 - 6. Listed and certified compliant with specified standards by BHMA (CPD).

7. Auxiliary Hardware: BHMA A156.16.
 8. Straps and Tee Hinges: BHMA A156.20.
 9. Hardware Preparation for Steel Doors and Steel Frames: BHMA A156.115.
 10. Hardware Preparation for Wood Doors with Wood or Steel Frames: BHMA A156.115W.
 11. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for the purpose specified.
- D. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. See shop drawing submittal of Door Hardware Schedule.
- E. Fasteners:
1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
 - a. Aluminum fasteners are not permitted.
 - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.
 2. Provide machine screws for attachment to reinforced hollow metal and aluminum frames.
 - a. Self-drilling (Tek) type screws are not permitted.
 3. Provide stainless steel machine screws and lead expansion shields for concrete and masonry substrates.
 4. Provide wall grip inserts for hollow wall construction.
 5. Provide spacers or sex bolts with sleeves for through bolting of hollow metal doors and frames.
 6. Fire-Rated Applications: Comply with NFPA 80.
 - a. Provide wood or machine screws for hinges mortised to doors or frames, strike plates to frames, and closers to doors and frames.
 - b. Provide steel through bolts for attachment of surface mounted closers, hinges, or exit devices to door panels unless proper door blocking is provided.

2.02 HINGES

- A. Manufacturers:
1. McKinney; an Assa Abloy Group company: www.assaabloydss.com/#sle.
 2. Hager Companies: www.hagerco.com/#sle.
 3. Substitutions: See Section 01-6000 - Product Requirements.
- B. Hinges: Comply with BHMA A156.1, Grade 1.
1. Provide hinges on every swinging door.
 2. Provide following quantity of butt hinges for each door:
 - a. Doors From 60 inches High up to 90 inches High: Three hinges.

2.03 CYLINDRICAL LOCKS

- A. Manufacturers:
1. Corbin Russwin, Sargent, or Yale; an Assa Abloy Group company: www.assaabloydss.com/#sle.
 2. Schlage, an Allegion brand: www.allegion.com/us/#sle.
 3. Substitutions: See Section 01-6000 - Product Requirements.
- B. Cylindrical Locks (Bored): Comply with BHMA A156.2, Grade 1, 4000 Series.
1. Bored Hole: 2-1/8 inch diameter.
 2. Latchbolt Throw: 1/2 inch, minimum.
 3. Backset: 2-3/4 inch unless otherwise indicated.
 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.

2.04 CLOSERS

- A. Manufacturers; Surface Mounted:
1. Corbin Russwin, Norton, Rixson, Sargent, or Yale; an Assa Abloy Group company: www.assaabloydss.com/#sle.
 2. LCN, an Allegion brand: www.allegion.com/us/#sle.
 3. Substitutions: See Section 01-6000 - Product Requirements.

- B. Closers: Comply with BHMA A156.4, Grade 1.
 - 1. Type: Surface mounted to door.
 - 2. Provide door closer on each exterior door.

2.05 FLOOR STOPS

- A. Manufacturers:
 - 1. Rockwood; an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Hager Companies: www.hagerco.com/#sle.
 - 3. Trimco: www.trimcohardware.com/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.
- B. Floor Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
 - 1. Type: Manual hold-open, with bumper floor stop.
 - 2. Material: Aluminum housing with rubber insert.

2.06 WEATHERSTRIPPING AND GASKETING

- A. Manufacturers:
 - 1. Pemko; an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Hager Companies: www.hagerco.com/#sle.
 - 3. National Guard Products, Inc: www.ngpinc.com/#sle.
 - 4. Reese Enterprises, Inc: www.reeseusa.com/#sle.
 - 5. Substitutions: See Section 01-6000 - Product Requirements.
- B. Weatherstripping and Gasketing: Comply with BHMA A156.22.
 - 1. Head and Jamb Type: Adjustable.
 - 2. Door Sweep Type: Encased in retainer.
 - 3. Material: Aluminum, with neoprene weatherstripping.
 - 4. Provide gasketing for smoke and draft control doors (Indicated as "S" on Drawings) that complies with local codes, requirements of assemblies tested in accordance with UL 1784.
 - 5. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated.
 - 6. Provide door bottom sweep on each exterior door, unless otherwise indicated.

2.07 COAT HOOKS

- A. Manufacturers:
 - 1. Rockwood; an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Substitutions: See Section 01-6000 - Product Requirements.
- B. Coat Hooks: Provide on room side of door, screw fastened.
- C. Material: Stainless steel.

2.08 VIEWER

- A. Manufacturers:
 - 1. Ives, an Allegion brand: www.allegion.com/us/#sle.
 - 2. Substitutions: See Section 01-6000 - Product Requirements.
- B. Viewer: Provide at inside of door at eye level and at Accessible level to see who is on outside of door.
 - 1. Material: Stainless steel.

2.09 FINISHES

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
 - 1. Primary Finish: 630; satin stainless steel, with stainless steel 300 series base material (former US equivalent US32D); BHMA A156.18.
 - 2. Secondary Finish: 626; satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D); BHMA A156.18.
 - a. Use secondary finish in kitchens, bathrooms, and other spaces containing chrome or stainless steel finished appliances, fittings, and equipment; provide primary finish on one side of door and secondary finish on other side if necessary.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available to power operated devices and of correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Install hardware on fire-rated doors and frames in accordance with applicable codes and NFPA 80.
- C. Install hardware for smoke and draft control doors in accordance with NFPA 105.
- D. Use templates provided by hardware item manufacturer.
- E. Do not install surface mounted items until application of finishes to substrate are fully completed.
- F. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
- G. Set door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing under provisions of Section 01-4000 - Quality Requirements.
- B. Provide an Architectural Hardware Consultant (AHC) to inspect installation and certify that hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.04 ADJUSTING

- A. Adjust work under provisions of Section 01-7000 - Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.
- D. See Section 01-7419 - Construction Waste Management and Disposal for additional requirements.

3.06 PROTECTION

- A. Protect finished Work under provisions of Section 01-7000 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION

SECTION 09-0561
COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
 - 1. Carpet tile.
- B. Removal of existing floor coverings.
- C. Preparation of existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture and alkalinity (pH).
- E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
 - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.

1.02 RELATED REQUIREMENTS

- A. Section 01-2300 - Alternates: Bid pricing for remediation treatments if required.
- B. Section 01-4000 - Quality Requirements: Additional requirements relating to testing agencies and testing.
- C. Section 01-7419 - Construction Waste Management and Disposal: Handling of existing floor coverings removed.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Alternate for Remedial Floor Coating or Sheet Membrane: Do not include the cost of floor coating or underlayment in the base bid; state on the bid form the total additional cost for the floor coating, installed, in the event such remediation is required.

1.04 REFERENCE STANDARDS

- A. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.
- B. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2018.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

1.06 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Visual Observation Report: For existing floor coverings to be removed.
- C. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- D. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
 - 1. Manufacturer's qualification statement.
 - 2. Certificate: Manufacturer's certification of compatibility with types of flooring applied over remedial product.
 - 3. Test reports indicating compliance with specified performance requirements, performed by nationally recognized independent testing agency.
 - 4. Manufacturer's installation instructions.
 - 5. Specimen Warranty: Copy of warranty to be issued by coating manufacturer and certificate of underwriter's coverage of warranty.

- E. Testing Agency's Report:
 - 1. Description of areas tested; include floor plans and photographs if helpful.
 - 2. Summary of conditions encountered.
 - 3. Moisture and alkalinity (pH) test reports.
 - 4. Copies of specified test methods.
 - 5. Recommendations for remediation of unsatisfactory surfaces.
 - 6. Submit report to Architect.
 - 7. Submit report not more than two business days after conclusion of testing.
- F. Adhesive Bond and Compatibility Test Report.
- G. Copy of RFCI (RWP).

1.07 QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.
- B. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
 - 1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.
- C. Contractor's Responsibility Relating to Independent Agency Testing:
 - 1. Provide access for and cooperate with testing agency.
 - 2. Confirm date of start of testing at least 10 days prior to actual start.
 - 3. Allow at least 4 business days on site for testing agency activities.
 - 4. Achieve and maintain specified ambient conditions.
 - 5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

1.08 FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

- A. Follow recommendations of testing agency.
- B. Perform following operations in the order indicated:
 - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
 - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
 - b. Removal of existing floor covering.
 - 2. Preliminary cleaning.
 - 3. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
 - 4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 - 5. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 - 6. Specified remediation, if required.
 - 7. Patching, smoothing, and leveling, as required.
 - 8. Other preparation specified.
 - 9. Adhesive bond and compatibility test.
 - 10. Protection.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI (RWP), as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 MOISTURE VAPOR EMISSION TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet per 24 hours.
- F. Report: Report the information required by the test method.

3.04 ALKALINITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.05 ADHESIVE BOND AND COMPATIBILITY TESTING

- A. Comply with requirements and recommendations of floor covering manufacturer.

END OF SECTION

**SECTION 09-2116
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Acoustic insulation.
- C. Gypsum sheathing.
- D. Cementitious backing board.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.
- G. Textured finish system.

1.02 RELATED REQUIREMENTS

- A. Section 07-2100 - Thermal Insulation: Acoustic insulation.
- B. Section 07-2500 - Weather Barriers: Water-resistive barrier over sheathing.
- C. Section 07-9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.
- D. Section 09-2216 - Non-Structural Metal Framing.

1.03 REFERENCE STANDARDS

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2020).
- B. AISI S201 - North American Standard for Cold-Formed Steel Framing - Product Data; 2017.
- C. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- D. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2023.
- E. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- F. ASHRAE Std 62.1 - Ventilation for Acceptable Indoor Air Quality; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).
- H. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2020).
- I. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- J. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2023.
- K. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- L. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- M. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2017.
- N. ASTM C1178/C1178M - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel; 2018.
- O. ASTM C1278/C1278M - Standard Specification for Fiber-Reinforced Gypsum Panel; 2017.
- P. ASTM C1280 - Standard Specification for Application of Exterior Gypsum Panel Products for Use as Sheathing; 2018 (Reapproved 2023).
- Q. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.

- R. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2019, with Editorial Revision (2020).
- S. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2021.
- T. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- U. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.
- V. ASTM E413 - Classification for Rating Sound Insulation; 2022.
- W. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.
- X. ASTM F1267 - Standard Specification for Metal, Expanded, Steel; 2018 (Reapproved 2023).
- Y. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015, with Editorial Revision (2021).
- Z. GA-216 - Application and Finishing of Gypsum Panel Products; 2024.
- AA. GA-224 - Installation of Predecorated Gypsum Board; Gypsum Association; 2008.
- BB. GA-600 - Fire Resistance and Sound Control Design Manual; 2024.
- CC. UL (FRD) - Fire Resistance Directory; Current Edition.
- DD. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the installation of gypsum board assemblies with size, location, and installation of service utilities.
- B. Sequencing: Install service utilities in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide data on metal framing, gypsum board, accessories, and joint finishing system.
 - 2. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01-7419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.
- C. Store metal products to prevent corrosion.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.
- B. Interior Partitions, Indicated as Acoustic: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.
- C. Seismic Performance: Ceiling systems designed to withstand the effects of earthquake motions in accordance with ASCE 7 for Seismic Design Category D, E, or F and complying with the following:
 - 1. Local authorities having jurisdiction.

- D. Grid Suspension Systems: Provide grid suspension systems in accordance with ASTM C840 and GA-216 complying with the current governing codes.
- E. Fire-Resistance-Rated Assemblies: Provide completed assemblies complying with applicable code.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company: www.americangypsum.com/#sle.
 - 2. CertainTeed Corporation: www.certainteed.com/#sle.
 - 3. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
 - 4. Gold Bond Building Products, LLC provided by National Gypsum Company: www.goldbondbuilding.com/#sle.
 - 5. USG Corporation: www.usg.com/#sle.
 - 6. Substitutions: See Section 01-6000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Glass mat faced gypsum panels, as defined in ASTM C1658/C1658M, suitable for paint finish, of the same core type and thickness may be substituted for paper-faced board.
 - 3. Unfaced fiber-reinforced gypsum panels as defined in ASTM C1278/C1278M, suitable for paint finish, of the same core type and thickness may be substituted for paper-faced board.
 - 4. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold resistant board is required at all locations.
 - 5. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
 - 6. Thickness as indicated on the drawings.
 - 7. Mold-Resistant, Paper-Faced Products:
 - a. American Gypsum Company; M-Bloc Type X: www.americangypsum.com/#sle.
 - b. CertainTeed Corporation; M2Tech 5/8" Type X Moisture & Mold Resistant Drywall: www.certainteed.com/#sle.
 - c. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold-Guard: www.gpgypsum.com/#sle.
 - d. Gold Bond Building Products, LLC provided by National Gypsum Company; Gold Bond XP Fire-Shield Gypsum Board: www.goldbondbuilding.com/#sle.
 - e. USG Corporation; Sheetrock Brand Mold Tough Firecode SCX Panels 5/8 in. (15.9 mm): www.usg.com/#sle.
 - f. Substitutions: See Section 01-6000 - Product Requirements.
 - 8. Glass Mat Faced Products:
 - a. CertainTeed Corporation; 5/8" GlasRoc Interior Type X: www.certainteed.com/#sle.
 - b. Georgia-Pacific Gypsum; DensArmor Plus: www.gpgypsum.com/#sle.
 - c. Gold Bond Building Products, LLC provided by National Gypsum Company; Gold Bond eXP Interior Extreme Fire-Shield Gypsum Panel: www.goldbondbuilding.com/#sle.
 - d. USG Corporation; Sheetrock Brand Glass-Mat Panels Mold Tough Regular 5/8 in. (15.9 mm): www.usg.com/#sle.
 - e. Substitutions: See Section 01-6000 - Product Requirements.
- C. Exterior Sheathing Board: Sizes to minimize joints in place; ends square cut.
 - 1. Application: Exterior sheathing, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - 3. Fungal Resistance: No fungal growth when tested in accordance with ASTM G21.
 - 4. Glass Mat Faced Sheathing: Glass mat faced gypsum substrate as defined in ASTM C1177/C1177M.
 - 5. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
 - 6. Core Type: Type X, as indicated.
 - 7. Type X Thickness: 5/8 inch.
 - 8. Edges: Square.
 - 9. Glass Mat Faced Products:

- a. American Gypsum Company; M-Glass Exterior Sheathing Type X: www.americangypsum.com/#sle.
- b. CertainTeed Corporation; GlasRoc Type X Exterior Sheathing: www.certainteed.com/#sle.
- c. Georgia-Pacific Gypsum; DensGlass Fireguard Sheathing: www.gpgypsum.com/#sle.
- d. Gold Bond Building Products, LLC provided by National Gypsum Company; Gold Bond eXP Fire-Shield Sheathing: www.goldbondbuilding.com/#sle.
- e. USG Corporation; Securock Brand UltraLight Glass-Mat Sheathing Firecode X 5/8 in. (15.9 mm): www.usg.com/#sle.
- f. Substitutions: See Section 01-6000 - Product Requirements.

2.03 GYPSUM BOARD ACCESSORIES

- A. Water-Resistive Barrier: See Section 07-2500.
- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 1. Place one bead continuously on substrate before installation of perimeter framing members.
 2. Place continuous bead at perimeter of each layer of gypsum board.
 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.
- C. Acoustical Shielding: Install in accordance with manufacturer's instructions for application between studs and gypsum board.
- D. Sound Barrier Mullion Trim Cap Installation: Install in accordance with manufacturer's instructions for installation of fire-rated mullion trim caps.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- C. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
- D. Exterior Sheathing: Comply with ASTM C1280. Install sheathing vertically, with edges butted tight and ends occurring over firm bearing.
 1. Seal joints, cut edges, and holes with water-resistant sealant.
 2. Paper-Faced Sheathing: Immediately after installation, protect from weather by application of water-resistive barrier.
- E. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.
- F. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.

3.04 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, embed and finish with setting type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.

- C. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding are not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
- E. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.05 TEXTURE FINISH

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions and to match approved sample.

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.07 CLEANING

- A. See Section 01-7000 - Execution and Closeout Requirements for additional requirements.
- B. Clean all surfaces and protect..

3.08 PROTECTION

- A. Protect installed gypsum board assemblies from subsequent construction operations.

END OF SECTION

SECTION 09-2216
NON-STRUCTURAL METAL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal partition, ceiling, and soffit framing.
- B. Framing accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07-2100 - Thermal Insulation: Acoustic insulation.
- B. Section 07-2500 - Weather Barriers.
- C. Section 07-6200 - Sheet Metal Flashing and Trim: Head and sill flashings.
- D. Section 07-9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.
- E. Section 08-5653 - Security Windows: Product requirements for window anchors.
- F. Section 09-2116 - Gypsum Board Assemblies: Execution requirements for anchors for attaching work of this section.

1.03 REFERENCE STANDARDS

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2020).
- B. AISI S201 - North American Standard for Cold-Formed Steel Framing - Product Data; 2017.
- C. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- E. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- F. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- G. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- H. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- J. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2022.
- K. ASTM E413 - Classification for Rating Sound Insulation; 2022.
- L. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2023a.
- M. FM (AG) - FM Approval Guide; Current Edition.
- N. GA-600 - Fire Resistance and Sound Control Design Manual; 2024.
- O. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.
- P. UL (FRD) - Fire Resistance Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate prefabricated work, component details, stud layout, framed openings, anchorage to structure, acoustic details, type and location of fasteners, accessories, and items of other related work.
 - 2. Describe method for securing studs to tracks, splicing, and for blocking and reinforcement of framing connections.

- C. Product Data: Provide data describing framing member materials and finish, product criteria, load charts, and limitations.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum five years documented experience and approved by manufacturer.
- B. Manufacturer Qualifications: Member of Steel Stud Manufacturers Association (SSMA): www.ssma.com/#sle.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Framing, Connectors, and Accessories:
 1. CEMCO; ____: www.cemcosteel.com/#sle.
 2. ClarkDietrich; ____: www.clarkdietrich.com/#sle.
 3. Jaimes Industries; ____: www.jaimesind.com/#sle.
 4. MarinoWARE; ____: www.marinoware.com/#sle.
 5. SCAFCO Corporation; ____: www.scafco.com/#sle.
 6. Substitutions: See Section 01-6000 - Product Requirements.

2.02 FRAMING MATERIALS

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S220.
 1. Structural Grade: As required to meet design criteria.
 2. Corrosion Protection Coating Designation: G40, or equivalent in accordance with AISI S220.
- B. Material and Product Requirements Criteria: AISI S201.
- C. Non-Loadbearing Framing System Components: AISI S220; sheet steel, of size and properties necessary for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 1. Studs: C-shaped with knurled or embossed faces.
 - a. Products:
 - 1) CEMCO; CT Studs: www.cemcosteel.com/#sle.
 - 2) ClarkDietrich; ProSTUD: www.clarkdietrich.com/#sle.
 - 3) MarinoWARE; ViperStud Drywall Framing: www.marinoware.com/#sle.
 - 4) MBA Building Supplies; ProSTUD: www.mbastuds.com/#sle.
 - 5) Substitutions: See Section 01-6000 - Product Requirements.
 2. Runners: U-shaped, sized to match studs.
 3. Ceiling Channels: C-shaped.
 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
 5. Resilient Furring Channels: Single or double leg configuration; 1/2 inch channel depth.
 - a. Products:
 - 1) ClarkDietrich; RC Deluxe Resilient Channel: www.clarkdietrich.com/#sle.
 - 2) Substitutions: See Section 01-6000 - Product Requirements.
- D. Non-Loadbearing Framing Accessories:
 1. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
 2. Acoustic Insulation: See Section 07-2100.
 3. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
 4. Touch-Up Primer for Corrosion Protected Surfaces: SSPC-Paint 20 Type I - Inorganic.
- E. Sound Isolation Tape: Elastomeric foam tape for sound decoupling.
 1. Surface Burning Characteristics: Provide assemblies with flame spread index of 75 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
 2. Tape Thickness: 1/4 inch.
 3. Products:
 - a. Armacell LLC; ArmaComfort MTD: www.armacell.us/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

- F. Self-Adhering Intumescent Tape: Intumescent tape for providing air and smoke seals in metal-framed gypsum board assemblies.
 - 1. Tape Thickness: 0.078 inch.
 - 2. Tape Width: 1-1/4 inches.
 - 3. Products:
 - a. ClarkDietrich; BlazeFrame Tape: www.clarkdietrich.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.

2.03 FABRICATION

- A. Fabricate assemblies of framed sections to sizes and profiles required.
- B. Fit, reinforce, and brace framing members to suit design requirements.
- C. Fit and assemble in largest practical sections for delivery to site, ready for installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that rough-in utilities are in proper location.

3.02 INSTALLATION OF STUD FRAMING

- A. Install non-structural members in accordance with ASTM C754.
- B. Install structural members and connections in accordance with ASTM C1007.
- C. Extend partition framing to structure where indicated and to ceiling in other locations.
- D. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- E. Fire-Resistance-Rated Construction: Install framing and accessories in accordance with requirements of fire-resistance-rated assembly and to GA-600 requirements.
- F. Align and secure top and bottom runners at 24 inches on center.
- G. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
- H. Align stud web openings horizontally.
- I. Secure studs to tracks using fastener method. Do not weld.
- J. Fabricate corners using a minimum of three studs.
- K. Install double studs at wall openings, door and window jambs, not more than 2 inches from each side of openings.
- L. Coordinate installation of bucks, anchors, and blocking with electrical, mechanical, and other work to be placed within or behind stud framing.
- M. Blocking: Use steel channels secured to studs. Provide blocking for support of wall cabinets, hardware, and opening frames.
- N. Furring: Install at spacing and locations shown on drawings. Lap splices a minimum of 6 inches.

3.03 CEILING AND SOFFIT FRAMING

- A. Comply with requirements of ASTM C754.
- B. Install furring after work above ceiling or soffit is complete. Coordinate the location of hangers with other work.
- C. Install furring independent of walls, columns, and above-ceiling work.
- D. Securely anchor hangers to structural members or embed them in structural slab. Space hangers as required to limit deflection to criteria indicated. Use rigid hangers at exterior soffits.
- E. Space main carrying channels at maximum 72 inches on center, and not more than 6 inches from wall surfaces. Lap splice securely.
- F. Securely fix carrying channels to hangers to prevent turning or twisting and to transmit full load to hangers.

- G. Place furring channels perpendicular to carrying channels, not more than 2 inches from perimeter walls, and rigidly secure. Lap splices securely.
- H. Laterally brace suspension system.

3.04 TOLERANCES

- A. Maximum Variation From True Position: 1/8 inch in 10 feet.
- B. Maximum Variation From Plumb: 1/8 inch in 10 feet.

END OF SECTION

**SECTION 09-3000
TILING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for wall applications.
- B. Cementitious backer board as tile substrate.
- C. Coated glass mat backer board as tile substrate.
- D. Ceramic accessories.
- E. Ceramic trim.

1.02 RELATED REQUIREMENTS

- A. Section 07-9200 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.
- B. Section 09-2116 - Gypsum Board Assemblies: Tile backer board.

1.03 REFERENCE STANDARDS

- A. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2023.
- B. ANSI A108.1b - Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set, Modified Dry-Set, or Improved Modified Dry-Set Cement Mortar; 2023.
- C. ANSI A108.1c - Contractor's Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set, Modified Dry-Set, or Improved Modified Dry-Set Cement Mortar; 2023.
- D. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesive or Water Cleanable Tile-Setting Epoxy Adhesive; 2023.
- E. ANSI A108.5 - Setting of Ceramic Tile with Dry-Set Cement Mortar, Modified Dry-Set Cement Mortar, EGP (Exterior Glue Plywood) Modified Dry-Set Cement Mortar, or Improved Modified Dry-Set Cement Mortar; 2023.
- F. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grout Epoxy; 2023.
- G. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 1999 (Reaffirmed 2024).
- H. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 2023.
- I. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2017 (Reaffirmed 2022).
- J. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2023.
- K. ANSI A108.12 - Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Modified Dry-Set Mortar; 2023.
- L. ANSI A108.13 - American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2005 (Reaffirmed 2021).
- M. ANSI A108.19 - American National Standard Specifications for Interior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs by the Thin-Bed Method Bonded with Modified Dry-Set Cement Mortar or Improved Modified Dry-Set Cement Mortar; 2020.
- N. ANSI A108.20 - American National Standard Specifications for Exterior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs; 2020.
- A. ANSI A108/A118/A136 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2024.
- B. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2021.

- C. ANSI A118.7 - American National Standard Specifications for High Performance Cement Grouts for Tile Installation; 2019.
- D. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2023.
- E. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2023.
- F. ANSI A136.1 - American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile; 2020.
- G. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2022.
- H. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- I. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2018 (Reapproved 2023).
- J. ASTM C1178/C1178M - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel; 2018.
- K. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- L. TCNA (HB-GP) - Handbook for Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs Installation; 2023.
- M. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2025.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Installer's Qualification Statement:
 - 1. Submit documentation of National Tile Contractors Association (NTCA) or Tile Contractors' Association of America (TCAA) accreditation; www.tile-assn.com/#sle
 - 2. Submit documentation of completion of apprenticeship and certification programs.
- F. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements, for additional provisions.
 - 2. Extra Tile: ten square feet of each size, color, and surface finish combination.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of ANSI A108/A118/A136, TCNA (HB), and TCNA (HB-GP) on-site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- C. Installer Qualifications: Natural Stone Institute (NSI) Accredited Commercial B Contractor (light commercial): www.naturalstoneinstitute.org/#sle.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature above 50 degrees F and below 100 degrees F during installation and curing of setting materials.

PART 2 PRODUCTS

2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
 - 1. American Olean Corporation; _____: www.americanolean.com/#sle.
 - 2. Dal-Tile Corporation; _____: www.daltile.com/#sle.
 - 3. Emser Tile, LLC; _____: www.emser.com/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.
- B. Glazed Wall Tile: ANSI A137.1 standard grade.
 - 1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
 - 2. Size: 4-1/4 by 4-1/4 inch, nominal.
 - 3. Edges: Cushioned.
 - 4. Surface Finish: High gloss.
 - 5. Color(s): To be selected by Architect from manufacturer's standard range.
 - 6. Trim Units: Matching bead, bullnose, cove, and base shapes in sizes coordinated with field tile.

2.02 TRIM AND ACCESSORIES

- A. Ceramic Trim: Matching bullnose, double bullnose, cove base, and cove ceramic shapes in sizes coordinated with field tile.
 - 1. Applications:
 - a. Open Edges: Bullnose.
 - b. Inside Corners: Jointed.
 - c. Floor to Wall Joints: Cove base.
 - 2. Manufacturers: Same as for tile.

2.03 SETTING MATERIALS

- A. Provide setting and grout materials from same manufacturer.
- B. Manufacturers:
 - 1. Custom Building Products; _____: www.custombuildingproducts.com/#sle.
 - 2. LATICRETE International, Inc; _____: www.laticrete.com/#sle.
 - 3. Mapei Corporation; _____: www.mapei.com/#sle.
- C. Organic Adhesive: ANSI A136.1, thinset mastic type.
 - 1. Products:
 - a. Custom Building Products; ReliaBond Ceramic Tile Adhesive - Type 1: www.custombuildingproducts.com/#sle.
 - b. LATICRETE International, Inc; LATICRETE 15 Premium Mastic: www.laticrete.com/#sle.
 - c. Substitutions: See Section 01-6000 - Product Requirements.

2.04 GROUTS

- A. Provide setting and grout materials from same manufacturer.
- B. High Performance Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
 - 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
 - 2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.
 - 3. Color(s): As selected by Architect from manufacturer's full line.
 - 4. Products:
 - a. Custom Building Products; Prism Color Consistent Grout: www.custombuildingproducts.com/#sle.
 - b. LATICRETE International, Inc; LATICRETE PERMACOLOR Grout: www.laticrete.com/#sle.
 - c. Mapei Corporation; Ultracolor Plus FA: www.mapei.com/#sle.
 - d. Substitutions: See Section 01-6000 - Product Requirements.

2.05 MAINTENANCE MATERIALS

- A. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.
 - 1. Applications: Between tile and penetration materials.
 - 2. Color(s): As selected by Architect from manufacturer's full line.
 - 3. Products:

- a. Custom Building Products; Commercial 100% Silicone Caulk: www.custombuildingproducts.com/#sle.
 - b. LATICRETE International, Inc; LATICRETE LATASIL: www.laticrete.com/#sle.
 - c. Mapei Corporation; Mapesil T Plus: www.mapei.com/#sle.
- B. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
1. Composition: Water-based colorless silicone.

2.06 ACCESSORY MATERIALS

- A. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 7/16 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
- B. Backer Board: Coated glass mat type complying with ASTM C1178/C1178M; inorganic fiberglass mat on both surfaces and integral acrylic coating vapor retarder.
 1. Standard Type: Thickness 1/2 inch.
 2. Fire Resistant Type: Type X core, thickness 5/8 inch.
- C. Mesh Tape: 2 inch wide self-adhesive fiberglass mesh tape.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.

3.03 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.20, manufacturer's instructions, and TCNA (HB) or TCNA (HB-GP) recommendations, as applicable.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Sound tile after setting. Replace hollow sounding units.
- G. Keep control and expansion joints free of mortar, grout, and adhesive.
- H. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- I. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- J. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 INSTALLATION - WALL TILE

- A. On exterior walls install in accordance with TCNA (HB) Method W244, thin-set over cementitious backer units, with waterproofing membrane.
- B. Over coated glass mat backer board on studs, install in accordance with TCNA (HB) Method W245.

3.05 CLEANING

- A. Clean tile and grout surfaces.

END OF SECTION

**SECTION 09-6813
TILE CARPETING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Carpet tile, fully adhered.

1.02 RELATED REQUIREMENTS

- A. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01-7419 - Construction Waste Management and Disposal: Reclamation/Recycling of new carpet tile scrap and removed carpet tile.
- C. Section 03-3000 - Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors to receive adhesive-applied flooring.
- D. Section 09-0561 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.
- E. Section 09-0561 - Common Work Results for Flooring Preparation: Concrete slab moisture and alkalinity testing and remediation procedures.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Allowances:
 - 1. See Section 01-2100 - Allowances for allowances affecting this section.

1.04 REFERENCE STANDARDS

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2016 (Reapproved 2021).
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2019a, with Editorial Revision (2020).
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.
- D. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.
- E. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Current Edition.
- F. CRI 104 - Standard for Installation of Commercial Carpet; 2015.
- G. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2023.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- D. Accessory Samples: Submit two 2" inch long samples of edge strip.
- E. Sustainable Design Submittal: Submit VOC content documentation for adhesives.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- G. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.
- H. Installer's Qualification Statement.
- I. Operation and Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- J. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements, for additional provisions.
 - 2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

1.07 FIELD CONDITIONS

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Tile Carpeting:
 - 1. Mannington Commercial; _____: www.manningtoncommercial.com#sle.
 - 2. Milliken & Company; _____: www.milliken.com/#sle.
 - 3. Mohawk Group; _____: www.mohawkgroup.com/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.

2.02 MATERIALS

- A. Tile Carpeting: Tufted, manufactured in one color dye lot.
 - 1. Tile Size: 18 by 18 inch, nominal.
 - 2. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.
 - 3. Surface Flammability Ignition: Pass ASTM D2859 (the "pill test").
 - 4. VOC Content: Comply with Section 01-6116.
 - 5. Maximum Electrostatic Charge: 3 Kv. at 20 percent relative humidity.
 - 6. Primary Backing Material: Polypropylene.

2.03 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Edge Strips: Embossed aluminum, color as selected by Architect.
- C. Adhesives:
 - 1. Compatible with materials being adhered; maximum VOC content as specified in Section 01-6116.
- D. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.
- C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to subfloor surfaces.
- D. Cementitious Subfloor Surfaces: Verify that substrates are ready for flooring installation by testing for moisture and alkalinity (pH).
 - 1. Test in accordance with Section 09-0561.
 - 2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

3.02 INSTALLATION

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.

- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Trim carpet tile neatly at walls and around interruptions.
- G. Complete installation of edge strips, concealing exposed edges.

3.03 CLEANING

- A. See Section 01-7000 - Execution and Closeout Requirements for additional requirements.
- B. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- C. Clean and vacuum carpet surfaces.

END OF SECTION

**SECTION 09-9113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Mechanical and Electrical:
 - a. On the roof and outdoors, paint equipment exposed to weather or to view, including factory-finished materials.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Ceramic and other types of tiles.
 - 7. Glass.
 - 8. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 09-9123 - Interior Painting.

1.03 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.
- C. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- D. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- E. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- F. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- G. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1; 2024.
- H. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- I. SSPC-SP 2 - Hand Tool Cleaning; 2024.
- J. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.
- K. SSPC-SP 13/NACE No.6 - Surface Preparation of Concrete; 2018.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).

3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
1. Where sheen is specified, submit samples in only that sheen.
 2. Allow 30 days for approval process, after receipt of complete samples by Architect.
 3. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01-6000 - Product Requirements, for additional provisions.
 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 3. Label each container with color in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years documented experience.

1.07 MOCK-UPS

- A. See Section 01-4000 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 3 feet long by ____ feet wide, illustrating paint color, texture, and finish.
- C. Locate where directed by Architect.
- D. Mock-up may remain as part of the work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.09 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

- B. Paints:
 - 1. Dunn-Edwards Corporation; _____: www.dunnedwards.com/#sle.
 - 2. Sherwin-Williams Company; _____: www.sherwin-williams.com/#sle.
 - 3. Benjamin Moore Company; www.benjaminmoore.com.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01-6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: Comply with Section 01-6116.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, primed wood, and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
 - a. Products:
 - 1) Dunn-Edwards Corporation; Spartashield Exterior 100% Acrylic Low Sheen Paint. (MPI #15)
 - 2) Sherwin-Williams Pro Industrial Acrylic, Eg-Shel.
 - 3) Benjamin Moore Element Guard, Low Lustre..
 - 4) Substitutions: See Section 01-6000 - Product Requirements

2.04 PRIMERS

- A. Primers: Provide primer as recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Sacrificial Anti-Graffiti Coating: Clear, wax emulsion for coating porous or painted surfaces; capable of being removed from substrate with only hot water.
 - 1. Products:
 - a. Tex-Cote LLC; Sacrificial Graffiti Gard System: www.texcote.com/#sle.
 - b. Substitutions: See Section 01-6000 - Product Requirements.
- C. Patching Material: Latex filler.
- D. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.

- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 2. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 2. Clean concrete according to ASTM D4258. Allow to dry.
 - 3. Prepare surface as recommended by top coat manufacturer and in accordance with SSPC-SP 13/NACE No.6.
- G. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
- H. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- I. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.
- J. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- K. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

- A. See Section 01-4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

**SECTION 09-9123
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Materials for backpriming woodwork.
- D. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
 - 2. Mechanical and Electrical:
 - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
- E. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Marble, granite, slate, and other natural stones.
 - 6. Floors, unless specifically indicated.
 - 7. Ceramic and other tiles.
 - 8. Glass.
 - 9. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 09-9113 - Exterior Painting.

1.03 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.
- C. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- D. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- E. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- F. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- G. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- H. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1; 2024.
- I. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- J. SSPC-SP 2 - Hand Tool Cleaning; 2024.
- K. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.
- L. SSPC-SP 13/NACE No.6 - Surface Preparation of Concrete; 2018.

1.05 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
 - 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Allow 30 days for approval process, after receipt of complete samples by Architect.
 - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01-6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gal of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years documented experience.

1.07 MOCK-UP

- A. See Section 01-4000 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 3 feet long by 3 feet wide, illustrating paint color, texture, and finish.
- C. Provide door and frame assembly illustrating paint color, texture, and finish.
- D. Locate where directed by Architect.
- E. Mock-up may remain as part of the work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.09 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 1. Dunn-Edwards Corporation; _____: www.dunnedwards.com/#sle.
 2. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 3. Benjamin Moore Company: www.benjaminmoore.com.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01-6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: See Section 01-6116.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: To be selected from manufacturer's full range of available colors.
 1. Selection to be made by Architect after award of contract.
 2. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, wood, plaster, uncoated steel, shop primed steel, galvanized steel, aluminum, and acoustical ceilings.
 1. Two top coats and one coat primer.
 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, 141, or 142.
 - a. Products:
 - 1) Dunn-Edwards Corporation; Enduracat Interior Semi-Gloss Pre-Catalyzed Waterbased Epoxy. (MPI #141)
 - 2) Sherwin-Williams ProMar 200 HP Series, Low Gloss Eg-Shel. (MPI #138)
 - 3) Benjamin Moore Regal Select Low Lustre..
 - 4) Substitutions: See Section 01-6000 - Product Requirements

2.04 PRIMERS

- A. Primers: Provide primer as recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.

- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 2. Clean concrete according to ASTM D4258. Allow to dry.
 - 3. Prepare surface as recommended by top coat manufacturer and in accordance with SSPC-SP 13/NACE No.6.
- F. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
- G. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high-alkali surfaces.
- I. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- J. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- K. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

- L. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

- A. See Section 01-4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

**SECTION 10-1416
PLAQUES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Plaques.

1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- C. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

1.03 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's product literature for each type of plaque sign, indicating style, font, foreground and background colors, locations, and overall dimensions of each sign.
- C. Shop Drawings: Indicate dimensions, locations, elevations, materials, text and graphic layout, and attachment details.
- D. Samples: One sample of each type of plaque sign, of size similar to that required for project, indicating style, font, and method of attachment.
- E. Selection Samples: Where materials, colors, and finishes are not specified, submit two sets of color selection charts or chips.
- F. Manufacturer's qualification statement.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package plaque signs as required to prevent damage before installation.
- B. Store under cover and elevated above grade.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Plaques:
 - 1. A.R.K. Ramos: www.arkramos.com/#sle.
 - 2. FASTSIGNS International, Inc; _____: www.fastsigns.com/#sle.
 - 3. Takeform: www.takeform.net/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.

2.02 REGULATORY REQUIREMENTS

- A. Accessibility Requirements: Comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most restrictive requirements.

2.03 PLAQUES

- A. Acrylic Plaques:
 - 1. Material Thickness: 1/4 inch, minimum.
 - 2. Size: 8 inches by 10 inches.
 - 3. Text and Typeface:
 - a. Character Font: Helvetica, Arial, or other sans serif font.
 - b. Character Case: Upper and lower case (title case).
 - c. Character Color: Contrast with background color.
 - 4. Border Style: As indicated on drawings.

5. Background Texture: Smooth.
6. Background Color: White.
7. Mounting: As indicated on drawings.
8. Products:
 - a. Substitutions: See Section 01-6000 - Product Requirements.

2.04 ACCESSORIES

- A. Concealed Screws: Noncorroding metal; stainless steel, galvanized steel, chrome plated, or other.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Notify Architect if conditions are not suitable for installation of signs; do not proceed until conditions are satisfactory.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install with horizontal edges level.
- C. Protect from damage until mm-dd-yyyy; repair or replace damaged items.

END OF SECTION

SECTION 10-4400
FIRE PROTECTION SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire extinguishers.
- B. Fire extinguisher cabinets.
- C. Accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2023a.
- B. FM (AG) - FM Approval Guide; Current Edition.
- C. NFPA 10 - Standard for Portable Fire Extinguishers; 2022.
- D. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide extinguisher operational features.
- C. Shop Drawings: Indicate locations of cabinets and cabinet physical dimensions.
- D. Manufacturer's Installation Instructions: Indicate special criteria and wall opening coordination requirements.

1.05 FIELD CONDITIONS

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fire Extinguishers:
 - 1. Activar Construction Products Group, Inc. - JL Industries; Cosmic Extinguisher - Multipurpose Chemical: www.activarcpg.com/#sle.
 - 2. Kidde, a unit of United Technologies Corp; _____: www.kidde.com/#sle.
 - 3. Pyro-Chem, a Tyco Business; _____: www.pyrochem.com/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.
- B. Fire Extinguisher Cabinets and Accessories:
 - 1. Activar Construction Products Group, Inc. - JL Industries; Ambassador Series: www.activarcpg.com/#sle.
 - 2. Kidde, a unit of United Technologies Corp; _____: www.kidde.com/#sle.
 - 3. Larsen's Manufacturing Co; _____: www.larsensmfg.com/#sle.
 - 4. Substitutions: See Section 01-6000 - Product Requirements.

2.02 FIRE EXTINGUISHERS

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
 - 1. Provide extinguishers labeled by UL (DIR) or FM (AG) for purpose specified and as indicated.
- B. Multipurpose Dry Chemical Type Fire Extinguishers: Carbon steel tank, with pressure gauge.
 - 1. Cartridge Operated: Spun shell.
 - 2. Class: A:B:C type.
 - 3. Size: 5 pound.
 - 4. Size and classification as scheduled.
 - 5. Finish: Baked polyester powder coat, ____ color.
 - 6. Temperature range: Minus 65 degrees F to ____ degrees F.

2.03 FIRE EXTINGUISHER CABINETS

- A. Fire Rating: Listed and labeled in accordance with ASTM E814 requirements for fire resistance rating of walls where being installed.
- B. Cabinet Construction: Non-fire rated.
 - 1. Formed primed steel sheet; 0.036 inch thick base metal.
- C. Fire Rated Cabinet Construction: One-hour fire rated.
- D. Cabinet Configuration: Semi-recessed type.
 - 1. Size to accommodate accessories.
 - 2. Provide cabinet enclosure with right angle inside corners and seams, and with formed perimeter trim and door stiles.
- E. Door: 0.036 inch metal thickness, reinforced for flatness and rigidity with nylon catch. Hinge doors for 180 degree opening with two butt hinges.
- F. Door Glazing: Float glass, clear, 1/8 inch thick, and set in resilient channel glazing gasket.
- G. Cabinet Mounting Hardware: Appropriate to cabinet, with pre-drilled holes for placement of anchors.
- H. Fabrication: Weld, fill, and grind components smooth.
- I. Finish of Cabinet Exterior Trim and Door: No.4 - Brushed stainless steel.
- J. Finish of Cabinet Interior: White colored enamel.

2.04 ACCESSORIES

- A. Lettering: "FIRE EXTINGUISHER" decal, or vinyl self-adhering, prespaced black lettering in accordance with authorities having jurisdiction (AHJ).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify rough openings for cabinet are correctly sized and located.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Secure rigidly in place.
- C. Place extinguishers in cabinets.

3.03 MAINTENANCE

- A. See Section 01-7000 - Execution and Closeout Requirements, for additional requirements relating to maintenance service.
- B. Provide a separate maintenance contract for specified maintenance service.

END OF SECTION

**SECTION 12-3200
MANUFACTURED WOOD CASEWORK**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured standard and custom casework, with cabinet hardware.
- B. Countertops.

1.02 RELATED REQUIREMENTS

- A. Section 06-1000 - Rough Carpentry: Blocking and nailers for anchoring casework.

1.03 DEFINITIONS

- A. Exposed: Portions of casework visible when drawers and cabinet doors are closed, including end panels, bottoms of cases more than 42 inches above finished floor, tops of cases less than 72 inches above finished floor and all members visible in open cases or behind glass doors.
- B. Semi-Exposed: Portions of casework and surfaces behind solid doors, tops of cases more than 72 inches above finished floor and bottoms of cabinets more than 30 inches but less than 42 inches above finished floor.
- C. Concealed: Sleepers, web frames, dust panels and other surfaces not generally visible after installation and cabinets less than 30 inches above finished floor.

1.04 REFERENCE STANDARDS

- A. AWI (QCP) - Quality Certification Program; Current Edition.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

1.05 ADMINISTRATIVE REQUIREMENTS

1.06 SUBMITTALS

- A. See Section 01-3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Component dimensions, configurations, construction details, joint details, attachments.
- C. Shop Drawings: Indicate casework types, sizes, and locations, using large scale plans, elevations, and cross sections. Include rough-in and anchors and reinforcements, placement dimensions and tolerances, clearances required, and keying information.
- D. Samples for Finish Selection: Fully finished, for color selection. Minimum sample size: 2 inches by 3 inches.
- E. Manufacturer's Qualification Statement.
- F. Installer's Qualification Statement.
- G. Maintenance Data: Manufacturer's recommendations for care and cleaning.
- H. Finish touch-up kit for each type and color of materials provided.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Quality Certification: Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section.
 - 1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 - 2. This AWI (QCP) project is registered as project number _____.
 - 3. Provide designated labels on shop drawings as required by certification program.
 - 4. Provide designated labels on installed products as required by certification program.
 - 5. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.
 - 6. Replace, repair, or rework all work for which certification is refused.

- C. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience and approved by manufacturer.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Protect items provided by this section, including finished surfaces and hardware items during handling and installation. For metal surfaces, use polyethylene film or other protective material standard with the manufacturer.
- B. Acceptance at Site:
 - 1. Do not deliver or install casework until the conditions specified under Part 3, Examination Article of this section have been met. Products delivered to sites that are not enclosed and/or improperly conditioned will not be accepted if warping or damage due to unsatisfactory conditions occurs.
- C. Storage:
 - 1. Store casework in the area of installation. If necessary, prior to installation, temporarily store in another area, meeting the environmental requirements specified under Part 3, "Site Verification of Conditions" Article of this section.

1.09 WARRANTY

- A. See Section 01-7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion, at no additional cost to Owner. Defects include, but are not limited to:
 - 1. Ruptured, cracked, or stained finish coating.
 - 2. Discoloration or lack of finish integrity.
 - 3. Cracking or peeling of finish.
 - 4. Failure of hardware.

PART 2 PRODUCTS

2.01 CASEWORK, GENERAL

- A. Quality Standard: AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

2.02 FABRICATION

- A. Assembly: Shop assemble casework items for delivery to site in units easily handled and to permit passage through building openings.
- B. Construction: As required for selected grade.
- C. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

2.03 PLASTIC-LAMINATE-CLAD CASEWORK

- A. Plastic-Laminate-Clad Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Include adjustable levelers for base cabinets.
 - 1. Style: Flush overlay. Ease doors and drawer fronts slightly at edges.
 - 2. Cabinet Nominal Dimensions: Unless otherwise indicated, provide cabinets of widths and heights indicated on drawings, and with following front-to-back dimensions:
 - a. Base Cabinets: 22 inches.
 - b. Tall Cabinets: 22 inches.
 - c. Wall Cabinets: 16 inches.
 - 3. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline.
 - a. Finish: Matte or suede, gloss rating of 5 to 20.

2.04 CABINET HARDWARE

- A. Manufacturer's standard types, styles and finishes.

2.05 MATERIALS

- A. Wood-Based Materials:

1. Solid Wood: Air-dried to 4.5 percent moisture content, then tempered to 6 percent moisture content before use.

PART 3 EXECUTION

3.01 PREPARATION

- A. Large Components: Ensure that large components can be moved into final position without damage to other construction.

3.02 EXAMINATION

- A. Site Verification of Environmental Conditions:
 1. Do not deliver casework until the following conditions have been met:
 - a. Building has been enclosed (windows and doors sealed and weather-tight).
 - b. An operational HVAC system that maintains temperature and humidity at occupancy levels has been put in place.
 - c. Ceiling, overhead ductwork, piping, and lighting have been installed.
 - d. Installation areas do not require further "wet work" construction.
- B. For Base Cabinets Installation: Examine floor levelness and flatness of installation space. Do not proceed with installation if encountered floor conditions required more than 1/2 inch leveling adjustment. When installation conditions are acceptable, for each space, establish the high point of the floor. Set and make level and plumb first cabinet in relation to this high point.
- C. For Wall Cabinets Installation: Examine wall surfaces in installation space. Do not proceed with installation if the following conditions are encountered:
 1. Maximum variation from plane of masonry wall exceeds 1/4 inch in 10 ft and 1/2 inch in 20 ft or more, and/or maximum variation from plumb exceeds 1/4 inch per story.
 2. Maximum Variation of finished gypsum board surface from true flatness: 1/8 inch in 10 feet in any direction.
- D. Verify adequacy of support framing and anchors.
- E. Verify that service connections are correctly located and of proper characteristics.

3.03 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions.
- B. Use anchoring devices to suit conditions and substrate materials encountered. Use concealed fasteners to the greatest degree possible. Use exposed fasteners only where allowed by approved shop drawings, or where concealed fasteners are impracticable.
- C. Set casework items plumb and square, securely anchored to building structure.
- D. Align cabinets to adjoining components, install filler and/or scribe panels where necessary to close gaps.
- E. Fasten together cabinets in continuous runs, with joints flush, uniform and tight. Misalignment of adjacent units not to exceed 1/16 inch. In addition, do not exceed the following tolerances:
 1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
 2. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
 3. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
 4. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.
- F. Base Cabinets: Fasten cabinets to service space framing and/or wall substrates, with fasteners spaced not more than 16 inches on center. Bolt adjacent cabinets together with joints flush, tight, and uniform.
- G. Install hardware uniformly and precisely.
- H. Countertops: Install countertops intended and furnished for field installation in one true plane, with ends abutting at hairline joints, and no raised edges.
- I. Replace units that are damaged, including those that have damaged finishes.

3.04 ADJUSTING

- A. Adjust operating parts, including doors, drawers, hardware, and fixtures to function smoothly.

3.05 CLEANING

- A. Clean casework and other installed surfaces thoroughly.

3.06 PROTECTION

- A. Do not permit finished casework to be exposed to continued construction activity.
- B. Protect casework and countertops from ongoing construction activities. Prevent workmen from standing on, or storing tools and materials on casework or countertops.
- C. Repair damage, including to finishes, that occurs prior to Date of Substantial Completion, using methods prescribed by manufacturer; replace units that cannot be repaired to like-new condition.

END OF SECTION