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2-24X4O RELO(ATABLE (LASSROOMS @ GENERAL SHAFTER ELEMENTARY SCHOOL 1825 SHAFTER ROAD BAKERSFIELD, (A., 93313 FOR GENERAL SHAFTER SCHOOL DISTRICT BAKERSFIELD, KERN (OUNTY, (A. A#-03-124658, PTN-63487-7, FILE-15-70

IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APP: 03-124658 INC: REVIEWED FOR SS ☑ FLS ☑ ACS ☑ DATE: 01/08/2025

> THESE SPECIFICATIONS DO NOT APPLY TO THE P.C. DRAWINGS

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# 01-NOTICE TO CONTRACTORS CALLING FOR BIDS

- 1. OWNER: General Shafter School District
- 2. PROJECT IDENTIFICATION NAME: Two (2) Relocatable Classrooms at General Shafter School
- 3. PROJECT LOCATION: 1825 Shafter Road, Bakersfield, CA 93313
- 4. PROJECT DESCRIPTION:

CONTRACT II: ALL LABOR, MATERIALS & EQUIPMENT REQUIRED & NECESSARY TO PROVIDE SITE IMPROVEMENTS FOR (2) 24x40 RELOCATABLE CLASSROOMS. WORK TO INCLUDE BUT NOT NECESSARILY LIMITED TO SAW-CUT & DEMO (E) CONCRETE WALKS, CHAIN LINK FENCING & (E) TURF & SPRINKLERS. PROVIDE FIRE WATER, FIRE-RISER, STORM DRAINS, SITE GRADING, CONCRETE PAVING, CHAIN LINK FENCING, CURBS, FOOTINGS & AGGREGATE FILL. INSTALL FIRE SPRINKLERS & EXTINGUISHER, DOOR HARDWARE AS REQUIRED, SIGNAGE, TRENCHING, TIE-IN'S TO UTILITIES, P.O.C. FOR POWER, SIGNAL, FIRE ALARM, GROUNDING & FIRE WATER. PROVIDE UNDER FLOOR VENTILATION PER ARCHITECTURAL DWG.S. CONTRACTOR SHALL COORDINATE WITH MODULAR BLDG. MFR. (CONTRACT-1) TO ENSURE A COMPLETE & FUNCTIONAL INSTALLATION.

This project is anticipated to start on approximately <u>March 3, 2025</u> and is anticipated to have a duration of <u>120</u> calendar days for completion.

- 5. BID DEADLINE: Bids are due on <u>February 6, 2025</u> at <u>2:00pm</u> or at any other date or time as set by Addendum.
- 6. PLACE OF BID RECEIPT: <u>SCArchitect, Inc.</u> <u>1601 New Stine Rd., Suite 280</u> Bakersfield, CA 93309
- 7. METHOD OF BID RECEIPT: Personal delivery, courier, or mailed via United States Postal Service to above address.
- 8. PLACE PLANS ARE ON FILE: The plans and specifications are available for purchase at Blueprint Service Company, 1100 18th Street, Bakersfield, CA. 93301. Phone 661-327-2501, Fax 661-327-9265. This purchase is non-refundable. Contractor will be responsible for all costs relating to purchase of plans and specifications as well as all costs for deliveries utilizing a third-party company. Plans and Specifications are also available through the Bakersfield Builder's Exchange.
- 9. SEALED BID MARKING: <u>1389- Two (2) Relocatable Classrooms at General Shafter</u> School

10. ALTERNATES: If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated below:

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

11. MANDATORY JOB WALK: Meet at: <u>General Shafter School</u> Date: <u>January 29, 2025</u> Time: <u>10:00am</u>

Location: 1825 Shafter Road, Bakersfield, CA 93313

If a job walk is required on this project, attendance at the entire job walk is mandatory and failure to attend the entire job walk may result in your bid being rejected as nonresponsive. Contact OWNER for details on required job walks and related documentation.

12. PLAN DEPOSIT REQUIRED: See Paragraph 8.

13. This is a prevailing wage project. OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are on file at OWNER's office, and a copy may be obtained upon request, or at <u>www.dir.ca.gov</u>. Contractor shall post a copy of these rates at the job site. ALL PROJECTS OVER \$1,000 ARE SUBJECT TO PREVAILING WAGE MONITORING AND ENFORCEMENT BY THE LABOR COMMISSIONER.

It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any SUBCONTRACTOR, to pay not less than the specified rates to all workers employed by them in the execution of the contract.

14. A Payment Bond for contracts over \$25,000 and a Performance Bond for all contracts will be required prior to commencement of work. These bonds shall be in the amounts and form called for in the Contract Documents.

15. Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure CONTRACTOR's performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either OWNER or a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The escrow agreement shall be in the form indicated in the Contract Documents.

16. To bid on or perform the work stated in this Notice, CONTRACTOR must possess a valid and active contractor's license of the following classification(s) <u>B</u>... No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a SCHOOLS LEGAL SERVICE NOTICE TO CONTRACTORS CALLING FOR BIDS PUBLIC WORKS BID PACKET 1215 PAGE 2 of 3 public works project (submitted on or after March 1, 2015) unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR. DIR's web registration portal is: www.dir.ca.gov/Public-Works/Contractors.html

17. CONTRACTOR and all subcontractors must furnish electronic certified payroll records (eCPR) to the Labor Commissioner [specify weekly, bi-weekly or monthly] in PDF format. Registration at <a href="http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html">www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html</a> is required to use the eCPR system.

The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, as more fully discussed in the Contract Documents. These sections contain specific requirements concerning, for example, determination and payment of prevailing wages, retention, inspection, and auditing payroll records, use of apprentices, payment of overtime compensation, securing workers' compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes CONTRACTOR's representation that CONTRACTOR has thoroughly reviewed these requirements.

18.  $\square$  OWNER will retain 5% of the amount of any progress payments.

19. This Project does not require prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors.

# **02-INSTRUCTIONS TO BIDDERS**

# WARNING: READ THIS DOCUMENT CAREFULLY DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN EVEN IF FROM THE SAME OWNER

#### PROJECT TITLE/BID #: Two (2) Reloacatable Classrooms at General Shafter School OWNER: General Shafter School District

### 1. Preparation of Bid Form.

The Owner invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten.

### 2. Form and Delivery of Bids.

The bid must conform to and be responsive to all Contract Documents and shall be made on the Bid Form provided. The complete bid, together with any additional materials required, shall be enclosed in a sealed envelope, addressed and hand-delivered or mailed to the Owner at the address set forth in the Notice to Contractors Calling for Bids, and must be received on or before the time set for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the project designation, and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

At the time set for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice to Contractors Calling for Bids. However, if this project calls for prequalification of bidders pursuant to Public Contract Code Section 20111.5, only those sealed bids received from bidders who have been prequalified for at least one day prior to bid opening shall be opened and publicly read aloud.

### 3. <u>Bid Security</u>.

Each bid shall be accompanied by a bid security in cash, a certified or cashier's check, or bid bond in an amount not less than 10 percent of the total bid price payable to the

Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment (labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Sections 9550 et seq., and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.

### 4. <u>Signature</u>.

At the various times such documents are required to be submitted, the Bid Form, all bonds, the Designation of Subcontractors form, all Information Required of Bidder or prequalification forms, Workers Compensation Certificate, Drug-Free Workplace Certification, Non-Collusion Affidavit, Asbestos and Lead Based Paint Certification, Iran Contracting Act Certification, the Construction Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual (1) who shall be the agent of the joint venture or partnership, (2) who shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

### 5. <u>Modifications</u>.

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, or a facsimile modification duly signed by the bidder received prior to the opening of bids, may be considered if included within a sealed bid.

## 6. Erasures, Inconsistent, or Illegible Bids.

The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the Owner determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

# 7. <u>Examination of Site and Contract Documents</u>.

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work. Each bidder shall make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at the price being bid. Each bidder shall determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and shall correlate its observations, investigations, and determinations with all requirements of the project.

The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The Owner is not making any warranties regarding this information. The Owner shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.

### 8. <u>Withdrawal of Bids</u>.

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract. A bidder's unawarded alternative bids remain open for a period of six months after award of contract as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.

### 9. <u>Agreement and Bonds</u>.

The Construction Agreement and the form of the Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code section 9554. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

### 10. <u>Interpretation of Contract Documents</u>.

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation ("RFI") or correction shall be submitted to the Owner. The bidder submitting the RFI shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If there are discrepancies on drawings, plans, or specifications, or conflicts between drawings, plans, specifications, terms, or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specifications, and drawings. Bidder shall not rely on summaries, if provided, of the plans, specifications, and drawings, but shall inspect each document independently to determine the full scope of the bid package and submit written questions to Owner, utilizing the RFI process described above, in the event of any identified potential discrepancies.

SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIME LINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE OWNER'S TIME LINES FOR COMPLETION OF THE PROJECT.

## 11. <u>Bidders Interested in More Than One Bid</u>.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the project.

## 12. Award of Contract.

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. If two identical low bids are received from responsive and responsible bidders, the Owner will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Agreement and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Agreement and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

### 13. <u>Alternatives</u>.

If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated in the Notice to Contractors Calling for Bids. Owner reserves the right to award or reject any, all, or any combination of the alternates called for in the bid documents, whether or not the alternate(s) was included in the calculations used to identify the low bidder. All bid alternates not part of the contract initially awarded by Owner shall remain open and valid for a period of six months after the contract is awarded as irrevocable offers to enter into either change orders or separate contracts on the items for the price adjustment contained in the bid alternate.

### 14. Public Contract Code Section 20111.5—Discretionary Pregualification of Bidders.

## [check one]

- Discretionary Prequalification is not required to bid on this project.
- Discretionary Prequalification is required to bid on this project. Prospective bidders are required to submit to the Owner a completed prequalification questionnaire and financial statement, on forms provided by the Owner, no later than five days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders are qualified to bid the project. Bidders will be notified by telephone and mail of their prequalification status within four days after submission of prequalification documents. Bids will not be accepted from any bidder who has not been prequalified at least one day prior to the bid opening. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting the Owner or by downloading them from
- 15. <u>Public Contract Code Section 20111.6—Mandatory Prequalification of General</u> <u>Contractors and Mechanical, Electrical and Plumbing Subcontract Bidders</u>.

## [check one]

- Mandatory Prequalification of general contractors and mechanical, electrical and plumbing subcontractors is not required to bid on this project.
- Mandatory Pregualification of general contractors and mechanical, electrical and plumbing subcontractors is required to bid on this project. Prospective bidders holding licenses in classifications A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C- 42, C- 43 and C- 46 are required to submit to the Owner a completed pregualification guestionnaire and financial statement, on forms provided by the Owner, no later than ten (10) working days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders in the listed license categories are gualified to bid the project. Bidders will be notified by telephone, mail or email of their pregualification status within five (5) working days after submission of pregualification documents. Bids will not be accepted from any bidder who is required to pregualify and who has not been pregualified at least five (5) working days prior to the bid opening. Pursuant to Public Contract Code Section 20111.6, the information in the pregualification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting the Owner or by downloading them from

# 15. <u>Competency of Bidders</u>.

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner, or in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

### 16. <u>Listing Subcontractors</u>.

Each bidder shall submit a list of the proposed subcontractors, including their address, California contractor's license number and DIR Registration number, on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) on the form furnished with the Contract Documents. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. The Owner may request that bidder submit information to assess the responsibility of the bidder's proposed subcontractors. The apparent low bidder shall, within 24 hours of the bid opening, provide a complete listing of all subcontractors, including full name, address, telephone numbers, contractor's license number and type and DIR Registration number.

#### 17. <u>Workers' Compensation</u>.

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Construction Agreement, the certificate which is included as a part of the Contract Documents.

## 18. <u>Contractor's License</u>.

At the bid opening date and time, if a bidder is not properly licensed and registered to perform the project in accordance with Division 3, Chapter 9, of the California Business and Professions Code, Labor Code section 1725.5 and the Notice Calling for Bids, as required, that bidder's bid will be rejected as non-responsive. Business and Professions Code Section 7028.15 precludes payment for work or materials unless the Registrar of Contractors verifies to the Owner that the bidder was properly licensed at the time the bid was submitted. If this project is federally funded, the bidder must be properly licensed prior to the award of the contract. Any bidder not properly licensed and registered with DIR is subject to penalties under the law and the contract can be considered void. If the license classification specified in these Contract Documents is that of a "specialty contractor" as defined in Business and Professions Code Section 7058, the specialty contractor awarded the contract for this work shall construct a majority of the work in accordance with the provisions of Business and Professions Code Section 7059.

### 19. Anti-Discrimination.

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

### 20. <u>Hold Harmless</u>.

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

### 21. <u>Substitutions</u>.

(a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

(b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least ten (10) working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will <u>not</u> be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

(c) If a substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

(d) With respect to any materials, process, service, or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.

(e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.

(f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the

Owner shall be in writing, and no proposed substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

#### 22. Surety Qualifications.

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Payment and/or performance bonds executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating (A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

#### 23. Liquidated Damages.

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

## SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

### 24. Drug-Free Workplace Certification.

Pursuant to Government Code section 8350 and following, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free

Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.

# 25. <u>Non-Collusion Declaration</u>.

In accordance with the provisions of Public Contract Code section 7106, each bid must be accompanied by a Non-Collusion Declaration executed under penalty of perjury under the laws of the State of California.

## 26. Implementation of Disabled Veteran Business Enterprises Requirements.

In accordance with Education Code Section 17076.11, the Owner has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to the Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the Owner. Prior to and as a condition precedent for final payment under any contract for this project, the successful bidder will be required to provide appropriate documentation to the Owner identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so the Owner can assess its success at meeting this goal.

### 27. <u>Asbestos and Lead-Based Paint Certification</u>.

The form of Contractor's Certificate Regarding Non-Asbestos Containing Materials and Exclusion of Lead Products, as contained in the Contract Documents, shall be executed and submitted with the bid.

### 28. <u>Fingerprinting Requirements</u>.

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form for certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by Owner.

### 29. <u>California Products</u>.

Price, fitness, and quality being equal with regard to supplies, the Owner may prefer supplies grown, manufactured, or produced in California. The Owner may next prefer supplies partially grown, manufactured, or produced in California. Where the Owner has a preference, the bids of the suppliers or the prices quoted by them (i) must not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, (ii) the major portion of the manufacture of the supplies is not done outside of California, and (iii) the public good will be served. Refer to specifications for indications of Owner preferences. Government Code Sections 4330-4334.

# 30. <u>Contractor License And DIR Registration Required</u>.

To perform the work required for this project, Bidder must possess the type of contractor's license specified in the Notice to Contractors Calling for Bids, and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal https://efiling.dir.ca.gov/PWCR/. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR.

### 31. Post-Bid Credits.

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

### 32. <u>Contents of Bid</u>.

The bid will include the following documents: Bid Form, List of Subcontractors, Substitution Listing form, Non-collusion Declaration, Exclusion of Asbestos and Lead Based Paint Products Certification, Contractors' Qualification Questionnaire (if required) Mandatory Prequalification Package (if required), Iran Contracting Act Certification (if required), Bid Bond or other bid security, and Certification of Attendance at Mandatory Job Walk, if a job walk is required on this project.

### 33. Bid Protests.

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all the following requirements:

(a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

(b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized. (c) Each protest shall contain the following:

(i) Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.

(ii) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.

(d) Any protest not conforming to the requirements of this section shall be rejected as invalid.

(e) Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.

(f) Submission of a written protest to and receipt of a written decision from the Owner staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

(g) The written decision by the Owner's staff is not subject to arbitration, mediation, reconsideration, or further appeal. Any protest not involving a finding of non-responsibility shall be fully and finally decided by Owner's staff, and there shall be no right for a protesting bidder to appeal Owner's staff's written decision to the Owner's governing board unless such appeal concerns a finding on non-responsibility.

### 34. <u>Procedure for Protesting Being Deemed a Non-Responsible Bidder</u>.

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all the following requirements:

(a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

(b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by Owner giving rise to the

protest; one received after that time shall not be recognized.

(c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

(d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

(e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

## 35. <u>All Projects Over \$1,000 Are Subject to Prevailing Wage Monitoring and</u> <u>Enforcement by the Labor Commissioner</u>

The project is subject to prevailing wage monitoring and enforcement by the DIR, as indicated in the Notice Calling for Bids. The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish certified payroll records to the Labor Commissioner on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To access the DIR's eCPR system and to obtain additional information and assistance, bidders may go to DIR website www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html</u>. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years.

# 03-BID FORM

Name of Bidder:\_\_\_\_\_

Project: # <u>Two (2) Relocatable Classrooms at General Shafter School</u>

# To: <u>General Shafter School District</u> referred to as "OWNER."

In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. \_\_\_\_\_ thru \_\_\_\_\_ on file at the office of OWNER for the Base Bid sum of \_\_\_\_\_\_ [list all] Bid sum of:

A.

dollars.
 -

[written in words]

\$\_

[written in numbers]

B. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

C. Attached is Bid security not less than 10 percent of the bid, in the amount of , in the form of: cash bid bond certified check cashier's check [check one]

D. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain

active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

E. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

F. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

G. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

H. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

I. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may

be considered non-responsive and may be rejected by the public agency.

J.	Bidder's contractor's license is:		
	[number]	[class]	[expires]
	[DIR registration num]	ber]	[expires]
		-	- , -

K. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

L. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DE	3A
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*Signature:	
Print Name:	
Business Address:	
Date: Telephone:	
PARTNERSHIP	
Partnership Name: *By:	, Partner
Print Name:	
Business Address:	
Date: Telephone:	
Names of Other Partners:	

# CORPORATION

Corporation Name:	, a Corporation	_ (State of Incorporation)
Business Address:		
Date: Te	elephone:	
*By: (President/Chief Executi	ve Officer/Vice President) [C	[Required] [Seal] ircle One]
Print Name:		
*By: (Secretary/Treasurer/Chi	[Requ] ef Financial Officer/Assistant	ired] Treasurer) [Circle One]
Print Name:		
	JOINT VENTURE	
Joint Venturer Name:		
*Signed by:		(Joint Venturer
Print Name:		
Business Address:		
	ne:	
Other Parties to Joint Ventu	re:	
If an individual joint ve	enturer:	
*By: Print Name:	(Si	gnature)
If a DBA joint venture	r:	
*By: Print Name:	(S	Signature)

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	If a partnership joint venturer: *By:		(Signature	)
	Print Name:			
	If a Corporation joint venturer:	1 1 1 1 1		_ [Seal]
(Name)	)	a	Corporation.(State of I	ncorporation)
	*Ву:			
	Print Name:			
	Title:			

\*Important Notice: Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <a href="http://www.dir.ca.gov/Public-Works/PublicWorks.html">http://www.dir.ca.gov/Public-Works/PublicWorks.html</a> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

# 04-SUBSTITUTION LISTING

# \*\* TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*\*

# TO: General Shafter School District ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled: **Project Title/Bid #: Two (2) Relocatable Classrooms at General Shafter School** 

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:

no substitutions.

the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL	BIDDER:
TO THAT PROVIDED ON BID FORM	
	By:

Print Name:\_\_\_\_\_

# 05-LIST OF SUBCONTRACTORS

# TO BE SUBMITTED WITH BID

# PROJECT TITLE: BID #: Two (2) Relocatable Classrooms at General Shafter School

## OWNER: General Shafter School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:\_\_\_\_\_

By: \_\_\_\_\_\_[Signature must match that on bid]

Print Name:\_\_\_\_\_

# 06-BID BOND

## IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Two (2) Relocatable Classrooms at General Shafter School

OWNER: General Shafter School District

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_\_as Principal, and \_\_\_\_\_\_as Surety, are held and firmly bound unto the <u>General Shafter School District (referred to as Owner)</u> in the sum of \_\_\_\_\_\_percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated\_\_\_\_\_\_, 20<u>25</u>, for: \$\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2025, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

PRINCIPAL
Ву:
Title:
SURETY
Ву:
Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

### 07-NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Two (2) Relocatable Classrooms at General Shafter School

## OWNER: General Shafter School District

The undersigned declares:

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

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

Contractor:\_\_\_\_\_

Ву\_\_\_\_\_

Title:\_\_\_\_\_

Signature:\_\_\_\_\_

# 08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

# TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

## PROJECT TITLE/BID #: Two (2) Relocatable Classrooms at General Shafter School

#### OWNER: General Shafter School District

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

- 1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
- 2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
- 3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at\_\_\_\_\_, California, on\_\_\_\_\_, 20\_\_.

Firm Name:

By:

Title:			
TILLE.			

# **09-CONSTRUCTION AGREEMENT**

THIS AGREEMENT	, dated_	in the County of	, State of California, is
by and between the	Genera	Shafter School District	("OWNER") and
			("CONTRACTOR").

For the consideration stated in this Agreement, OWNER and CONTRACTOR agree as follows:

1. <u>Contract Documents</u>. The complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2 <u>Scope of Performance</u>. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of

All of the work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and all provisions of the Contract Documents as defined above. CONTRACTOR shall be liable to OWNER for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of OWNER, the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Contract Documents, and unless CONTRACTOR protests at the time of the alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. The protest shall not be effective unless reduced to writing and filed with OWNER within three working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

3. <u>Contract Price</u>. Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of \$ .

4. <u>Construction Period</u>. The work shall be commenced on or before the <u>5<sup>th</sup></u> day after receiving OWNER's Notice to Proceed and shall be completed within <u>120</u> consecutive calendar days from the date specified in the Notice to Proceed.

5. <u>Liquidated and Other Damages</u>. All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of \$1,500.00 for each calendar day of delay until work is completed and accepted.

Detailed requirements concerning liquidated damages and other damages which may be assessed if CONTRACTOR fails to complete the project within the time period provided in this Agreement are contained in the General Conditions.

6. <u>Insurance</u>. Prior to commencing the work, CONTRACTOR shall take out and maintain during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain all insurance as required in the General Conditions.

7. <u>Substitution of Securities</u>. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to CONTRACTOR. OWNER retains the sole discretion to approve the bank selected by CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, CONTRACTOR may request OWNER to make payment of earned retentions directly to the escrow agent at the expense of CONTRACTOR. Also at CONTRACTOR's expense, CONTRACTOR may direct investment of the payments in securities, and CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by escrow agent from OWNER pursuant to the terms of Section 22300. Not later than 20 days after receipt of such payment, CONTRACTOR shall pay to each subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of CONTRACTOR.

8. <u>Corporate Status and Authorization</u>. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_\_, and that \_\_\_\_\_\_, whose title is \_\_\_\_\_\_, is authorized to act for and bind the corporation.

9. <u>Posting</u>. Contractor shall be responsible to post job site notices prescribed by Title 8 CCR § 16451 (d) pertaining to prevailing wage monitoring by the Department of Industrial Relations.

10. <u>Entire Agreement</u>. This Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to construction of the project. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The Agreement can only be modified by an amendment in writing, signed by both parties and approved by action of OWNER's governing board or other governing body.

11. <u>Parties in Interest</u>. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

12. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

13. <u>Governing Law</u>. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding its conflict of laws rules.

The parties have executed this Agreement by the signatures of their authorized representatives effective the date indicated above.

\*By:

GENERAL SHAFTER SCHOOL DISTRICT CONTRACTOR

By:\_

Signature

<u>Chris Salyards</u> Print Name Above

Print Name Above

Signature

Superintendent Print Title Above

Print Title Above

[Continued on Following Page]

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 CONSTRUCTION AGREEMENT PAGE 3 OF 4

#### [CORPORATE SEAL OF CONTRACTOR, if a corporation]

Contractor's License No.\_\_\_\_\_

Tax ID/Social Security No. \_\_\_\_\_

DIR Registration No.

\*Important Notice: Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <a href="http://www.dir.ca.gov/Public-Works/PublicWorks.html">http://www.dir.ca.gov/Public-Works/PublicWorks.html</a> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

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## **10-GENERAL CONDITIONS-GC**

**PROJECT TITLE/ BID #:** Two (2) Relocatable Classrooms at General Shafter School **OWNER:** General Shafter School District

#### ARTICLE 1 DEFINITIONS

A. <u>Action of the Governing Board or Other Governing Body</u>: An official act of the governing board or other governing body of OWNER.

B. <u>Approve</u>: The term "approve," where used in conjunction with the Architect's action on the CONTRACTOR'S submittals, applications, and request, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Approval shall not release CONTRACTOR from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

C. <u>Architect</u>: The person, persons, or entity selected by OWNER to provide architectural services to the Project. Architect is an independent contractor and is not an agent of OWNER.

D. <u>Contract Documents</u>: All contract documents, including all official documents on this Project, including the Notice Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Payment Bond, Change Orders, Shop Drawings and their Transmittals, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code sections 20111.5 or 20111.6, if any, Substitution Listing form on any approved substitutions, Non-Collusion Declaration, Insurance Certificates, Guarantees. Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, Fingerprinting Certifications, Labor Compliance Program documents, General Conditions, Supplemental General Conditions, if any, Iran Contracting Act Certification, if any, Special Conditions and/or Requirements, if any, Plans, Drawings, Specifications, the Construction Agreement, and all Modifications, addenda, and amendments of those documents.

and all modifications, addenda, and amendments of those doc

- E. <u>Modification</u>:
  - 1. A written amendment to the Contract Documents signed by both parties;
  - 2. A fully executed Change Order;
  - 3. A written interpretation issued by the Architect; or
  - 4. A written order for a minor change in the Work issued by the Architect.

F. <u>CONTRACTOR</u>: That entity awarded this Construction Agreement by official action of OWNER. Throughout the Contract Documents CONTRACTOR is treated as being of singular number and neuter gender.

G. <u>Date of Acceptance</u>: The date when all of the following conditions are satisfied:

1. OWNER is able to occupy all portions of the project.

2. The notice of completion is recorded with local authorities.

3. The final verified report is filed with the Division of State Architect of the Department of General Services.

4. Acceptance of project by OWNER's governing board or other governing body.

H. <u>Days</u>: Calendar days unless noted otherwise.

I. <u>Equivalent to</u>: Equal or superior in function and quality and approved by the Architect.

J. <u>Furnish</u>: Means "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

K. <u>Indicated</u>: Refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," or "scheduled" are used, it is to help locate the reference; no limitation on locations is intended except as specifically noted.

L. <u>Install</u>: Used to describe operations at the project site, including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations."

M. <u>Installer</u>: An entity engaged by CONTRACTOR, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar required operations. Installers are required to be experienced in the operations they are engaged to perform and licensed as required in the individual specification sections.

N. <u>Liquidated Damages</u>: Pursuant to Government Code Section 53069.85, this is the specified sum of money that CONTRACTOR shall forfeit and pay to OWNER for

those specified portions of the Project that are uncompleted and delayed beyond the stated completion time.

O. <u>Or Equal</u>: Where named products in specification text are accompanied or are deemed by law to be followed by the term "or equal," or other language of similar effect, CONTRACTOR shall comply with those Contract Document provisions for "substitutions" when obtaining Architect's review and consideration.

P. <u>OWNER</u>: The school district, community college district, County Superintendent of Schools, or other public entity executing the Construction Agreement acting through its governing board or other governing body.

Q. <u>Plans</u>: The reproductions of the official drawings adopted and approved by OWNER showing locations, character, dimensions, and details of the work.

R. <u>Project</u>: The undertaking planned by OWNER and CONTRACTOR as provided in the Contract Documents.

S. <u>Project Inspector/Inspector of Record</u>: Any individual or firm retained by OWNER as the on-site inspector for a particular project hired by and paid by OWNER and under general direction of the Architect or registered engineer in charge. The Project Inspector shall be responsible for inspecting all work included in the Contract Documents. A special inspector shall be responsible only for inspecting the work for which he/she is approved. Inspectors are independent contractors and are not agents or employees of OWNER.

T. <u>Project Manual</u>: The volume(s) that include the bidding requirements, sample forms, and all of the initial Contract Documents, such as Conditions of the Contract, Schedules and Details Manual, the Specifications, and the addenda to be used on the Project.

U. <u>Project Site</u>: The space available to CONTRACTOR for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

V. <u>Provide</u>: Includes "provide complete in place," that is, furnish and install.

W. <u>Refer</u>: Indicates that the subject is defined or specified in further detail at another location in the Contract Documents or elsewhere as indicated. Except, as otherwise noted, "refer" does not imply that CONTRACTOR must purchase or subcontract the subject work in any special manner.

X. <u>Related Work in Other Sections</u>: A nonrestrictive term used throughout the Specifications to coordinate the Work and facilitate checking and bidding.

Y. <u>Required</u>: As required by Contract Documents.

Z. <u>Safety Orders</u>: Issued by Division of Industrial Safety and OSHA Safety and Health Standards for Construction.

AA. <u>Specification</u>: The printed instruction and requirements which complement the plans as to the methods and manner of performing the Work or to the quantities and qualities of the materials to be furnished.

BB. <u>Subcontractor</u>: Includes those having a direct contract with the CONTRACTOR and those who furnish material worked to a special design according to plans, drawings, and Specifications of this work, but does not include those who merely furnish material not so worked.

CC. <u>Surety</u>: The firm or corporation executing CONTRACTOR'S Performance Bond and/or Payment Bond as surety, as the context indicates.

DD. <u>Testing Laboratory</u>: An independent entity engaged to perform specific inspections or test, either at the Project Site or elsewhere, and to report on, and if required, interpret results of those inspections or tests. It is not an agent of OWNER.

EE. <u>Unfinished</u>: Refers to the status of the Work prior to reaching completion, as described in Article 61.

FF. <u>Work</u>: Work of the CONTRACTOR and subcontractors, including all labor or materials (including without limitation, equipment, and appliances), both incorporated in, or to be incorporated in the Project in order to fully meet the requirements of the Contract Documents.

## ARTICLE 2 STATUS OF CONTRACTOR

A. CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents.

B. Nothing contained in the Contract Documents shall be construed as creating the relationship of employer and employee, or principal and agent, between OWNER and CONTRACTOR or any of CONTRACTOR'S agents or employees.

C. CONTRACTOR exclusively assumes the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of

their employment. CONTRACTOR, its agents, and employees shall not be entitled to any rights or privileges of OWNER employees and shall not be considered in any manner to be OWNER employees.

D. OWNER shall be permitted to monitor the activities of CONTRACTOR to determine compliance with the terms of the Contract Documents.

E. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any contractor not so licensed is subject to penalties under the law and the Construction Agreement will be considered void pursuant to Business and Professions Code Section 7028.7. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California, 95826.

F. Contractors or subcontractors are not qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This project is subject to monitoring by the Department of Industrial Relations.

## ARTICLE 3 CONTRACTOR SELECTION PROCESS AND PROHIBITED INTERESTS

A. As a means of maintaining the integrity of the formal selection process, contacts with individual members of OWNER's Board of Trustees or governing body on behalf of any bidding firm relative to this Project will be considered inappropriate.

B. No official of OWNER who is authorized in such capacity and on behalf of OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with construction of the Project, shall have any direct or indirect financial interest in any part of this Project.

C. No officer, employee, architect, attorney, engineer. or inspector of or for OWNER who is authorized in such capacity and on behalf of OWNER to exercise any executive, supervisory, or other similar functions in connection with construction of the Project shall have any direct or indirect financial interest in any part of this Project.

D. CONTRACTOR shall receive no compensation and shall repay OWNER for any compensation received should CONTRACTOR aid, abet, or knowingly participate in any violation of this Article.

#### ARTICLE 4 CHANGE IN NAME OR NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR'S entity, CONTRACTOR shall first notify OWNER in writing and cooperate with OWNER in making such changes as OWNER may request in the Contract Documents.

## ARTICLE 5 DEBARRED CONTRACTOR

A. Pursuant to Labor Code Sections 1777.1 and 1777.7, a contractor may be prohibited from bidding or performing work as a subcontractor on a public works project.

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

C. Pursuant to Public Contract Code Section 4701, CONTRACTOR shall request the substitution of any subcontractor who has been debarred by the California Labor Commissioner from working as a subcontractor on public work.

#### ARTICLE 6 SUBCONTRACTING

A. CONTRACTOR agrees to bind each and every subcontractor to the terms of the Contract Documents as far as the terms are applicable to the subcontractor's work. Each subcontract shall contain a reference to Contract Documents, and the terms of the Contract Documents shall be incorporated into and made a part of each subcontract. If CONTRACTOR subcontracts any part of its work under the Construction Agreement, CONTRACTOR shall be responsible to OWNER for any acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and OWNER.

B. OWNER'S consent to or approval of any subcontractor shall not in any way relieve CONTRACTOR of its obligations under the Contract Documents, and no such consent or approval shall be deemed to waive any provision of the Contract Documents.

C. CONTRACTOR must submit with its bid a Designation of Subcontractors. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one

percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself. The substitution or addition of subcontractors shall be permitted only as authorized by Public Contract Code Sections 4100, et seq.

D. All subcontractors shall be appropriately licensed and registered with DIR to perform the work for which employed in conformity with the laws of the State of California.

E. In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Public Contract Code Section 7058), all of the work to be performed outside of the Contractor's license specialty, except "incidental" work as that term is used in Section 7059(a), shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.

F. A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with OWNER before the subcontractor begins work. Each subcontract will provide for termination in accordance with these General Conditions. Each subcontract shall provide for its annulment by CONTRACTOR at the order of the Architect if in the Architect's opinion the subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work.

G. Nothing contained in these General Conditions shall relieve CONTRACTOR of any liability or obligation under the Contract Documents, nor shall any permissible substitution or addition of a subcontractor result in any increase in the contract price or in an extension of time for completion of the Project.

H. CONTRACTOR shall require subcontractors to include the provisions of this article in their sub-subcontracts, if any.

I. Each subcontract applicable to this Project is hereby assigned to OWNER, such assignment to become effective only upon termination of the Construction Agreement for cause pursuant to the Contract Documents, and only as to such subcontracts as OWNER may, in its sole discretion, select and provide written notice of such assignment, and such assignments are subject to the rights and obligations of the surety on any applicable bonds, as detailed in the Contract Documents.

#### ARTICLE 7 ARCHITECT'S STATUS

A. The Architect shall be OWNER's representative during construction and shall observe the progress and quality of the Work on behalf of OWNER. The Architect shall have the authority to act on behalf of OWNER only to the extent expressly provided in the Contract Documents. The Architect shall have authority to stop work whenever necessary, in the Architect's reasonable opinion, to ensure the proper execution of the Work of the Project.

B. The Architect shall be, in the first instance, the judge of the performance of the Work. The Architect shall exercise authority under the Contract Documents to enforce CONTRACTOR's faithful performance.

C. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. The Architect has the authority to enforce compliance with the Contract Documents and CONTRACTOR shall promptly comply with instructions from the Architect or an authorized representative of the Architect.

D. On all questions related to quantities, acceptability of material, equipment, or workmanship, execution, progress, or sequence of work, the interpretation of plans, specifications, or drawings, and the acceptable performance of CONTRACTOR, the decision of the Architect shall govern and shall be a condition precedent to any payment, unless otherwise ordered by OWNER. CONTRACTOR shall not impair or delay the progress and completion of the Work by virtue of any question or dispute arising out of or related to the foregoing matters, or the instructions of the Architect relating to them.

E. General supervision and direction of the Work by the Architect shall in no way imply that the Architect or its representatives are in any way responsible for the safety of CONTRACTOR or its employees or that the Architect or its representatives will maintain supervision over CONTRACTOR'S construction methods, means, or personnel other than to ensure that the quality of the finished work is in accordance with the Contract Documents.

#### ARTICLE 8 PROJECT INSPECTOR AND INSPECTOR FACILITIES

A. One or more Project Inspectors ("IOR"), including specialty Inspectors as required, employed by OWNER and operating under direction of the Architect, in accordance with the requirements of the California Code of Regulations Titles 21 and 24, will be assigned to the Work. All work shall be performed under the observation of or with the knowledge of the Project Inspector. The Project Inspector shall have free access to all parts of the Work at any time. CONTRACTOR shall furnish the Project

Inspector with such information as may be necessary to keep the Project Inspector fully informed regarding the progress and manner of work and the character of materials.

B. Observations by the Project Inspector shall not in any way relieve CONTRACTOR from responsibility for full compliance with all terms and conditions of the Contract Documents, or be construed to lessen to any degree CONTRACTOR's responsibility for providing efficient and capable superintendence.

C. The Project Inspector is not authorized to make changes in the drawings or Specifications, nor shall the Project Inspector's approval of the Work and methods relieve CONTRACTOR of responsibility for the correction of subsequently discovered defects, or from its obligation to fully comply with the Contract Documents.

## ARTICLE 9 COPIES FURNISHED

CONTRACTOR will be furnished five copies of the drawings and specifications free of charge. Additional copies may be obtained for the cost of reproduction.

## ARTICLE 10 OWNERSHIP OF DRAWINGS

All documents prepared on behalf of OWNER including, without limitation the Plans, Specifications, drawings, and other documents, are instruments of service of the Architect and/or its consultants and are the property of OWNER. Neither CONTRACTOR nor any Subcontractor, Sub-subcontractor, material or equipment supplier or anyone else shall own or claim a copyright in such documents. Unless otherwise indicated, the Architect shall be deemed the author of such documents. Such documents are furnished to CONTRACTOR for use solely with respect to this Project, and are not to be used for any other purpose by CONTRACTOR or any Subcontractor, Sub-subcontractor, or material or equipment supplier, or anyone claiming through them without the express written consent of OWNER. CONTRACTOR, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the documents for use in the execution of their work under the Contract Documents.

## ARTICLE 11 DOCUMENTS ON WORK

A. CONTRACTOR shall keep one copy of all Contract Documents, including addenda, change orders, shop drawings, and other modifications, and Titles 19, 21, and 24 of the California Code of Regulations, on the job at all times. The documents shall be kept in good order and accurately marked to record all changes made during construction. The documents shall be available to the Architect and its representatives at all times.

B. CONTRACTOR shall be acquainted with and comply with all statutes and regulations as they relate to this Project. (See particularly the duties of Contractor, Title 24 California Code of Regulations, Sections 4-343.) CONTRACTOR shall also be acquainted with and comply with all provisions of the California Code of Regulations relating to conditions on this Project, particularly Titles 8 and 17.

## ARTICLE 12 DRAWINGS AND SPECIFICATIONS

A. Drawings and Specifications are intended to delineate and describe the Project and its component parts sufficiently to enable skilled and competent contractors to intelligently bid upon the work, and to carry the Work to a successful and timely conclusion.

B. Organization of the Specifications into divisions, sections, and articles, and arrangement of drawings, shall not control CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of work to be performed by any trade.

C. The drawings and Specifications describe the work to be performed by CONTRACTOR. Generally, the Specifications describe work which cannot be readily indicated on the drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of work in the Specifications which can be adequately shown on the drawings, or to show on the drawings all items of work described or required by the Specifications even if they could have been shown.

D. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contract Documents are intended to encompass all labor and materials, equipment, and transportation necessary for proper execution of the Work. Any item of work mentioned in the Specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be provided by CONTRACTOR as if shown in both.

E. All materials or labor for the Work which are shown either by the Drawings or the Specifications (or are reasonably inferable from the Drawings or the Specifications as being necessary to complete the work) shall be provided by CONTRACTOR, whether or not the work is expressly covered in either the Drawings and/or the Specifications. It is intended that the Work be of sound, quality construction. CONTRACTOR must furnish adequate labor and materials to cover installation of all items indicated, described, or implied in the portion of the Work to be performed.

F. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, such laws, ordinances, rules and regulations shall be considered as a part of the Contract Documents within the limits specified. If CONTRACTOR

observes that the drawings or Specifications are contrary to applicable law, ordinance, rule or regulation, CONTRACTOR shall immediately notify the Architect in writing, and any changes deemed necessary by the Architect shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows or through the exercise of reasonable diligence should have known to be contrary to any law, rule, regulation, or ordinance without seeking and obtaining clarification, CONTRACTOR shall bear any and all costs arising from it, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.

G. Materials or work described in words which have a well known technical or trade meaning shall be deemed to refer to those recognized standards.

H. It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the Work so named with all its incidental and accessory items according to the best practices of the trade.

I. Naming any material and/or equipment requires CONTRACTOR to furnish and install the named material/equipment, including all incidental and accessory items and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.

J. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures, provided however that the drawing or specification calling for the higher quality material or workmanship shall prevail, without additional cost to OWNER.

K. In case of inconsistencies in the descriptions of work to be done, equipment to be provided or material to be used, it is intended that the more stringent, higher quality, and greater quantity of work shall apply, without additional cost to OWNER.

L. All items indicated on the drawings or in the Specifications as future items require CONTRACTOR to provide all the mechanical, electrical, and other necessary service hookups or provisions required to make the equipment function as intended. Such items shall be provided to the location where the future item is indicated to be installed.

M. In the event of an inconsistency between the Construction Agreement or General Conditions and the other various Contract Documents, the Construction Agreement or General Conditions shall control.

N. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and Specifications are in conflict, CONTRACTOR shall promptly notify the Architect in writing, requesting clarification. Should CONTRACTOR commence work on any part of the Work without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information. Questions regarding interpretation of drawings and Specifications shall be clarified by the Architect in writing.

O. If CONTRACTOR or its subcontractors, material, or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work to be done under the Contract Documents which it knows, or should have known, to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.

P. Should clarification by the Architect be deemed new or additional work, the cost shall be adjusted as provided in these General Conditions for "Changes and Extra Work," provided however that requirements calling for the higher quality material or workmanship shall prevail without additional cost to OWNER or time adjustment.

Q. In the event the Architect determines that CONTRACTOR's requests for clarification or interpretation are not justified, or do not reflect adequate, competent supervision or knowledge by CONTRACTOR, or by the subcontractors, CONTRACTOR shall be required to pay the Architect's reasonable and customary fees in processing and responding to such requests.

R. Some drawings or other documents may be required of CONTRACTOR. If CONTRACTOR performs, permits, or causes the performance of any work under the documents prepared by or on the behalf of CONTRACTOR which document is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the contract price or the time for performance. In no case shall any subcontractor proceed with the work if uncertain without CONTRACTOR'S written direction and/or approval.

S. If it is found at any time, whether before or after completion of the work, that CONTRACTOR has varied from the drawings and/or Specifications in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the Architect shall make a recommendation either: (1) that all such improper work should be

removed, remade, and replaced, and all work disturbed by these changes be made good at CONTRACTOR'S sole expense; or (2) that OWNER deduct from any amount due CONTRACTOR the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and Specifications. The Architect shall determine such difference in value. At its option, OWNER may pursue either recommendation made by the Architect.

#### ARTICLE 13 DETAIL DRAWINGS AND SPECIFICATIONS

A. In case of ambiguity, conflict, or lack of information, the Architect shall furnish additional instructions, by means of drawings or otherwise, necessary for proper execution of the Work. All drawings and instructions shall be consistent with the Contract Documents, true developments of them, and reasonably inferable from them. Any additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the Architect of the relationship of the request to the critical path of construction.

B. Work shall be executed in conformity with the Contract Documents and CONTRACTOR shall do no work without proper drawings and instructions.

C. The Architect will furnish necessary additional details to more fully explain the work, which shall be considered as part of the Contract Documents.

D. Should any details be more elaborate, in the opinion of CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice to the Architect within five days of receipt of the details. In case no notice is given to the Architect within five days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, the details will be considered and if found justified the Architect will either modify the drawings or shall recommend to OWNER a change order for any extra work involved.

E. All parts of the construction shall be of the best quality of their respective kinds and CONTRACTOR shall use all diligence to become fully involved in the required construction and finish, and in no case to proceed with the different parts of the Work without first obtaining from the Architect directions and/or drawings as may be necessary for proper performance of the Work.

## ARTICLE 14 SHOP DRAWINGS AND SUBMITTALS

A. The term "shop drawing" shall be understood to include, but not be limited to detail design calculations, fabrication and installation drawings, lists, graphs, and operating instructions.

B. CONTRACTOR shall check and verify all field measurements and shall promptly submit six copies of all shop or setting drawings, schedules, and material lists required for the work of various trades, checked and approved by CONTRACTOR.

C. All submittals of shop drawings, catalog cuts, data sheets, schedules, and material lists shall be complete and shall conform to contract drawings and specifications. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

D. Shop drawings shall be submitted at a time sufficiently early to allow review by the Architect and the Division of State Architect (DSA) if required, and to accommodate the rate of construction progress required under the Contract Documents. CONTRACTOR will be required to pay the Architect's reasonable and customary fees to expedite review of shop drawings which are not submitted in timely fashion.

E. Calculations of a structural nature must be approved by the DSA.

F. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format provided by OWNER. Any shop drawing submittal not accompanied by the transmittal form, or where all applicable items on the form are not completed, will be returned for resubmittal. CONTRACTOR may authorize a material or equipment supplier to deal directly with the Architect with regard to shop drawings, however ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with CONTRACTOR.

G. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, CONTRACTOR or suppliers may obtain quantities of the shop drawing transmittal form at reproduction cost from the Architect.

H. CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this Project.

## Signature of CONTRACTOR"

I. The Architect's review of shop drawings will be limited to checking for general agreement with the Contract Documents, and shall in no way relieve CONTRACTOR of responsibility for errors or omissions contained in them, nor shall the review operate to waive or modify any provision contained in the Contract Documents. The Architect's approval of the drawings or schedules shall not relieve CONTRACTOR of its responsibility for deviations from drawings or specifications unless CONTRACTOR has called the Architect's attention to the deviations, in writing, at the time of submission, and secured the Architect's written approval.

J. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be CONTRACTOR's responsibility.

K. Within 21 calendar days after receipt of shop drawings, the Architect will return one or more prints of each drawing to CONTRACTOR with the Architect's comments noted on them.

L. If prints of the shop drawings are returned to CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "REVISE AND RESUBMIT," CONTRACTOR shall revise the drawings and resubmit six copies of the revised drawings to the Architect. If prints of the shop drawings are returned to CONTRACTOR shall resubmit six new copies of the drawing to the Architect.

M. CONTRACTOR shall make a complete and acceptable submittal to the Architect by the second submission of drawings. OWNER shall withhold funds due to CONTRACTOR to cover additional costs of the Architect's review beyond the second submission and any other costs incurred by OWNER.

N. Fabrication of an item shall not be commenced before the Architect has reviewed the pertinent shop drawings and returned copies to CONTRACTOR marked "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

O. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Contract Documents. CONTRACTOR shall not proceed with any related work which may be affected by the

work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, equipment, and/or the required arrangements and clearances are involved.

P. CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM CONTRACTOR HAVING TO MAKE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS THE ARCHITECT'S REVIEW OF THE DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED IN THE CONTRACT DOCUMENTS AND CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN CONTRACTOR'S CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND 15 CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, OWNER MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

## ARTICLE 15 SAMPLES

A. Within 35 calendar days following award of contract, or a shorter time as circumstances require, CONTRACTOR shall furnish for approval all samples required in the Specifications, together with catalogs and supporting data required by the Architect. This provision shall not authorize any extension of time for performance of the work. The Architect shall review the samples, as to conformance with design concept of work and compliance with information given in the Contract Documents, and approve or disapprove them within 10 working days from receipt.

B. Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

C. Upon demand of the Architect or OWNER, designated samples shall be submitted or tests or examinations and considered before incorporation into the Work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of CONTRACTOR.

D. Work commenced before approval of samples subject to tests or examinations shall be at the sole risk of CONTRACTOR. CONTRACTOR alone shall bear the entire cost of repair, removal, or replacement of work commenced prior to approval of samples subject to tests or examinations.

#### ARTICLE 16 WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

A. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the Work required by the Contract Documents.

B. If CONTRACTOR observes that the Drawings and/or Specifications are at variance with any applicable law, ordinance, rule, or regulation, CONTRACTOR shall promptly notify the Architect in writing, and any changes deemed necessary by the Architect shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows, or through the exercise of reasonable care should have known, to be contrary to any laws, ordinances, rules, or regulations, and fails to notify the Architect, CONTRACTOR shall bear all arising costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance. Where Plans, Drawings, or Specifications state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying the requirements of those bodies or agencies.

#### ARTICLE 17 WORK AND MATERIALS

A. Except as otherwise specifically stated in the Contract Documents, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every kind, and all other services and facilities necessary to perform and complete the Work within the time specified.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at times to ensure uninterrupted progress of the work and shall be properly stored and protected. CONTRACTOR shall be solely responsible for any damage or loss by weather, theft, or other causes to materials or work under the Contract Documents. After issuance of the Notice to Proceed by OWNER, CONTRACTOR shall place orders for materials and/or equipment as specified so that delivery may be made without delays to the Work. Upon demand from the Architect, CONTRACTOR shall furnish to the Architect documentary evidence showing that orders have been placed.

D. In the event of failure to comply with the above instructions, OWNER reserves the right to place orders for any materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Contract Documents, and all expenses incidental to procuring the materials and/or equipment shall be paid for by CONTRACTOR.

Ε. No material, supplies, or equipment for work under the Contract Documents shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest in all or any part is retained by the seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work, and upon completion of all work agrees to surrender the premises to OWNER, together with all improvements and appurtenances constructed or placed by CONTRACTOR, free from any claims, liens, or charges. CONTRACTOR further agrees that neither CONTRACTOR nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to a lien upon the premises or any improvement or appurtenance, except that CONTRACTOR may install metering devices or other equipment of utility companies or political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of the installation of any metering device or equipment, CONTRACTOR shall advise OWNER as to its owner. Nothing contained in this article however shall defeat or impair the legal right of persons furnishing material or labor to look to funds due and owing CONTRACTOR for payment. This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

F. Title to new materials and/or equipment, and attendant liability for their protection and safety, shall remain in CONTRACTOR until incorporated in the Work and accepted by OWNER. No part of these materials and/or equipment shall be removed from their place of storage except for immediate installation in the Work, and CONTRACTOR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to OWNER or its authorized representative.

G. Price, fitness, and quality being equal with regard to supplies, OWNER may prefer supplies grown, manufactured, or produced in California. OWNER may next prefer supplies partially manufactured, grown, or produced in California provided the bids of suppliers or the prices quoted by them do not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, the major portion of the manufacture of the supplies is not done outside of California, and the public good will be served. (Government Code Sections 4330-4334)

#### ARTICLE 18 CONTRACTOR'S SUPERVISION, PROSECUTION, AND PROGRESS

A. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain competent project supervision at all times during working hours, which includes but is not limited to a Project Manager and all additional personnel necessary to maintain progress of the Project within the approved contract schedule satisfactory to the Architect. The Project Manager shall not be changed except with the written consent of the Architect. The Project Manager shall represent CONTRACTOR in its absence and all directions given to the Project Manager shall be binding on CONTRACTOR.

B. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain a competent Superintendent on the work site at all times, satisfactory to the Architect. The Superintendent shall not be changed except with the written consent of the Architect. The Superintendent shall represent CONTRACTOR in its absence and all directions given to the Superintendent shall be binding on CONTRACTOR.

C. Before commencing the Work, CONTRACTOR shall give written notice to OWNER and the Architect of the name, qualifications, and experience of CONTRACTOR's proposed Project Manager and Superintendent. If either the Project Manager or Superintendent is found unsatisfactory by OWNER, CONTRACTOR shall replace that person with one acceptable to the OWNER.

D. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

E. Before commencing the Work, CONTRACTOR shall verify all grade lines, levels, and dimensions indicated on the Drawings and shall report any apparent error or inconsistencies to the Architect before commencing work. CONTRACTOR shall not proceed until reported apparent errors and inconsistencies are corrected or otherwise resolved by the Architect and OWNER.

F. CONTRACTOR shall establish and maintain all construction grades, lines, and bench marks, and be responsible for their accuracy and protection.

G. CONTRACTOR represents itself to OWNER as a skilled, knowledgeable, and experienced CONTRACTOR who will or has carefully studied and compared the Contract Documents with each other, and CONTRACTOR further represents it has or shall at once report to the Architect any errors, inconsistencies, or omissions discovered in them. CONTRACTOR shall be liable to OWNER for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that CONTRACTOR either:

1. Recognized and knowingly failed to report; or

2. Should have recognized, and which a similarly skilled, knowledgeable, and experienced contractor would have discovered, which CONTRACTOR negligently failed to recognize and report.

H. CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. CONTRACTOR shall take field measurements,

verify field conditions, and carefully compare the field measurements and conditions and other information known to CONTRACTOR with the Contract Documents before commencing work. Errors, inconsistencies, or omissions discovered shall be reported to OWNER at once. Upon commencement of any item of work, CONTRACTOR shall be responsible for dimensions related to the item of work and shall make any corrections necessary to make work properly fit at no additional cost to OWNER. This responsibility for verification of dimensions is a non-delegable duty and may not be shifted to subcontractors or agents.

I. Omissions from the Plans, drawings, or Specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the Plans, drawings, and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the Plans, drawings, and Specifications.

J. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately and completely with the Contract Documents

## ARTICLE 19 SUBSTITUTIONS

A. CONTRACTOR shall follow all instructions and requirements for substitutions set forth in the Instructions to Bidders and in this article.

B. OWNER desires that whenever possible all substitution requests be resolved prior to contract award. For that reason, no substitution requests, whether of "equal" materials, process, service, equipment, or otherwise, may be made after the bid date except by the express written permission of OWNER and on such terms as OWNER may require, or in the case of an emergency as where a specified material, process, service, equipment or other item has become unavailable through no fault of CONTRACTOR.

C. As to any emergency substitution request, CONTRACTOR shall timely submit the request, together with substantiating data, including substitution warranties, in order to prevent delays arising from the substitution request.

D. With respect to all proposed substitutions:

1. Every substitution request shall be on the substitution request form designated by OWNER, if any, and shall be accompanied by all substantiating data.

2. CONTRACTOR shall furnish with its substitution request all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and OWNER in determining whether the proposed substitution is acceptable, including but not limited to the following:

- a. Identify product by Specifications section and article numbers; provide manufacturer's name and address, trade name of product, and model or catalog number; list fabricators and suppliers as appropriate.
- b. Attach product data as required by Specifications.
- c. List similar projects using product, dates of installation, and names of Architect/Engineer and owner.
- d. Give itemized comparison of proposed substitution with specified product, listing variations and reference to Specifications section and article numbers.
- e. Give quality and performance comparison between proposed substitution and specified product.
- f. Give cost data comparing proposed substitution with specified product and amount of net change to contract sum.
- g. Identify any required license fees or royalties.
- h. List availability of maintenance services and replacement materials.
- i. State the effect of the substitution on the construction schedule, and the effect of any changes required in other work or products; include a document waiving rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.

3. OWNER is not responsible for locating or securing any information which is not included in any substantiating data.

4. The proposed substitution must be, in the opinion of OWNER, substantially equal or better in every respect to what is specified. The burden of proof as to the quality or suitability of proposed substitutions shall be borne by CONTRACTOR.

5. With the assistance of the Architect, OWNER shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the OWNER shall be final and conclusive.

6. All substitutions shall be submitted with a substitution warranty. Any substitution requests submitted without the warranty will not be considered, but will be returned to CONTRACTOR without review or evaluation. If required by OWNER, CONTRACTOR shall provide an extended warranty for the requested substitution.

7. No extension of time shall be granted if the extension request arises from a request for substitution, whether by reason of delay in making the request, delay in OWNER's approval of the request, delay in obtaining other governmental approvals, delay in coordination of substitutions into or with other work or equipment, delay in obtaining the substituted items, increased time of installation or performance, or for any other reason.

8. Once any part or all of a substitution request has been denied, it is considered always denied.

9. A substitution request shall be submitted separately from any other submittal and shall be clearly marked as a "request for substitution."

10. If the substitution is accepted, CONTRACTOR shall bear all costs and be solely and directly responsible for fitting accepted substitute materials and equipment into the available space in a manner acceptable to the Architect and OWNER, and for the proper operation of the substituted equipment with other equipment with which it may be associated. In addition, CONTRACTOR shall acknowledge in writing on CONTRACTOR's letterhead, that CONTRACTOR accepts complete responsibility for additional costs required for modifications to building or other materials and equipment and additional coordination of work.

11. Any additional time, including Architect review time, and any additional coordination, inspection, materials, equipment, labor, tools, warranty extension, or other items necessary to either accomplish a substitution or arising as a result of a substitution request will be the sole responsibility of and at the sole expense of CONTRACTOR, who will reimburse OWNER for review or redesign services associated with approval by the Architect and obtaining all required approvals by other agencies.

12. CONTRACTOR shall also be responsible for meeting all code requirements whether local, city, county, state, federal, or other.

F. If the substitution requested by CONTRACTOR is not substantially equal or better in every respect to that specified, in the opinion of DISTRCT, CONTRACTOR shall provide and/or perform as specified.

G. In the event CONTRACTOR furnishes a material, process, service, or equipment more expensive than that specified, the difference in cost of such material, process, service, or equipment furnished shall be borne by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded by CONTRACTOR to OWNER.

H. Any engineering, design, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substitution shall be borne entirely by CONTRACTOR. If a substitution is approved, any additional time required to obtain shop drawings, order materials, make modifications, perform testing, or whatever else is necessary to make the substitution function properly in place of the originally specified item shall be borne solely by CONTRACTOR. It will also be CONTRACTOR's responsibility to acquire and install the substituted item in the time frame allowed under the Contract Documents. No time extension need be granted to CONTRACTOR for any substitution, except as OWNER in its sole discretion may deem appropriate.

## ARTICLE 20 PROTECTION OF WORK AND PROPERTY

A. CONTRACTOR shall be responsible for all damages to persons or property which occur as a result of CONTRACTOR's fault or negligence in connection with performance under the Contract Documents, and for the proper care and protection of all materials delivered and work performed until completion and final acceptance by OWNER. With the exception of damage to the Work caused by "acts of God," as defined in Public Contract Code 7105, CONTRACTOR assumes the risk for damage or destruction of any or all work performed under the Contract Documents. CONTRACTOR shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this article.

B. CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect, and properly maintain at all times, as directed by OWNER or the Architect, or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee whose

duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. The name and position of the person so designated shall be reported in writing to OWNER by CONTRACTOR. CONTRACTOR shall correct any violation of safety laws, standards, orders, rules, or regulations. Upon issuance of a citation or notice of violation by the California Division of Occupational Safety and Health, the violation shall be corrected immediately by CONTRACTOR at CONTRACTOR's expense.

C. In an emergency affecting safety of life, work, or adjoining property, CONTRACTOR is permitted to act at its discretion without special instruction or authorization from the Architect or OWNER to prevent any threatened loss or injury, and CONTRACTOR shall act if authorized or instructed by the Architect or OWNER. Any compensation claimed by CONTRACTOR for emergency work shall be determined according to the Contract Documents.

D. CONTRACTOR shall (unless waived by OWNER in writing):

1. Provide heat, covering, and enclosures necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions;

2. Take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and avoid damage to them, and repair any damage caused by construction operations;

3. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site, and perform work which may interfere with school routine before or after school hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular school activities;

4. Provide substantial barricades around any shrubs or trees to be preserved;

5. Deliver materials to the building area over the route designated by the Architect;

6. Take preventative measures to eliminate excessive dust;

7. Confine apparatus, storage of materials, and the operations of its workers within limits indicated by law, ordinances, permits, or directions of the Architect and not unreasonably encumber the premises with materials;

8. Enforce all instructions of OWNER and the Architect regarding signs, advertising, fires, danger signals, barricades, and smoking, and require that all persons employed on the Work comply with all regulations while on the construction site;

9. Exercise reasonable care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners; if markers are disturbed, they shall be replaced by an approved civil engineer at no cost to OWNER.

## ARTICLE 21 USE OF ASBESTOS OR LEAD MATERIALS/PRODUCTS

A. CONTRACTOR shall not use any asbestos or lead containing products or materials in performing the work under the Contract Documents. Upon completion of the Project, CONTRACTOR shall certify in writing to OWNER that no asbestos or lead containing materials or products were used by CONTRACTOR or any subcontractor in performing the work required by the Contract Documents.

B. Should asbestos containing materials be installed by CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is otherwise a part of the Project, decontaminations and removals will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by Cal-OSHA.

2. Any asbestos removal contractor shall be a Cal-OSHA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by OWNER who shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

C. Cost of all asbestos removal, including but not limited to the cost of an asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees,

time delays, and additional costs as may be incurred by OWNER shall be borne entirely by CONTRACTOR.

D. Interface of work for the Project with work containing asbestos shall be executed by CONTRACTOR at CONTRACTOR's risk and at CONTRACTOR's discretion with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos containing materials. By execution of the Construction Agreement, CONTRACTOR acknowledges the above and agrees to hold harmless OWNER, its governing board, or other governing body, employees, agents, and the Architect and assigns for all asbestos liability which may be associated with this work. CONTRACTOR further agrees to instruct CONTRACTOR's employees with respect to the above standards, hazards, risks, and liabilities.

E. Should lead containing materials be installed by CONTRACTOR in violation of this certification, or if removal of lead containing materials is part of the Project, decontaminations and removals will meet the criteria approved by OWNER.

F. The cost of all removals or decontaminations resulting from the installation of materials in violation of this certification shall be at the sole expense of CONTRACTOR.

## ARTICLE 22 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this Work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. The work shall be done by a qualified civil engineer approved by the Architect. "As-Built" drawings of site development and utilities' locations and inverts shall be prepared by an approved civil engineer.

## ARTICLE 23 UTILITIES

A. All utilities, including but not limited to electricity, water, gas, and telephone used on the Work, shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters if necessary, from distribution points to points on the site where the utility is necessary to perform the work. Upon completion of the Work, CONTRACTOR shall remove all temporary distribution systems.

B. If this Project is for an addition to an existing facility, CONTRACTOR may use existing OWNER utilities, with the written permission of OWNER, by making prearranged payments to OWNER for utilities used by CONTRACTOR for construction.

#### ARTICLE 24 UTILITIES: REMOVAL, RESTORATION

A. Pursuant to Government Code section 4215, OWNER assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction with respect to any main or trunkline utility facilities which are not identified in the Plans and Specifications. CONTRACTOR shall not be assessed any delay in completion of the Project caused by OWNER's failure to provide for removal or relocation of utility facilities. OWNER shall compensate CONTRACTOR for the costs of locating, repairing damage not due to CONTRACTOR's failure to exercise reasonable care, and removing or relocating any utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during the work, using the provisions of the Contract Documents on changes in the Work.

B. This article shall not be construed to preclude assessment against CONTRACTOR for any other delays in completion of the Work. Nothing in this article shall be deemed to require OWNER to indicate the presence of existing service laterals or appurtenances whenever the presence of those utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes on or adjacent to the construction site.

C. If while performing work under the Contract Documents, CONTRACTOR discovers utility facilities not identified by OWNER in the contract Plans or Specifications, CONTRACTOR shall immediately notify OWNER and the utility in writing.

D. As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3, and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

#### ARTICLE 25 SANITARY FACILITIES

CONTRACTOR shall provide temporary sanitary toilet facilities as required by law and additional facilities as directed by the Project Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition and left at the site until removal is directed by the Project Inspector. Use of toilet facilities contained in the Work under construction shall not be permitted except with the approval of the Project Inspector.

#### ARTICLE 26 LABOR—FIRST AID

CONTRACTOR shall maintain emergency first aid treatment on the Project for all workers of CONTRACTOR or any subcontractors on the Project, and shall ensure compliance with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.).

## ARTICLE 27 CHANGES AND EXTRA WORK

A. As used in this article, the following definitions shall apply:

1. "Labor" means any amount(s) paid directly to non-supervisory workers (up to and including general foreman) in the form of employee wages and benefits in order to perform the Work. These costs shall include documented payroll cost (wages, payroll taxes, fringe benefits, workers compensation) and general liability insurance as submitted and approved by OWNER.

2. "Material" means all products, equipment, and devices that are physically incorporated into the work to be performed. Any costs or equipment, facilities, or services not physically incorporated in the work to be performed but necessary for its completion shall be considered "overhead." Cash or trade discounts available to the purchaser shall be credited to OWNER. Material costs secured by other than direct purchase and billing will be the price paid to the actual supplier as determined by OWNER. Markup will not be allowed. If cost of materials is deemed excessive, the price will be determined to be the lowest current wholesale price delivered to the site, less cash or trade discount.

3. "Equipment" costs shall include transportation and setup costs, if CONTRACTOR can substantiate that the Work could not have been performed economically with equipment already at the site. Rental costs shall not exceed rates set forth in the then-current "Rental Rate Blue Book," published by Dataquest, Inc., Palo Alto, California, as adjusted to this region. Owned equipment costs shall not exceed rates set forth in the then-current "Cost Reference Guide for Construction Equipment," published by Dataquest. Hours of usage must be documented by CONTRACTOR in order to be the basis for equipment utilization charges for Change Orders. CONTRACTOR will not be allowed to charge for idle equipment.

4. "Overhead" means any necessary costs and expenses incurred in the performance of the Work excluding "labor," "materials," and "equipment" as defined above.

B. Without invalidating the Contract Documents, OWNER may order extra work or make changes by altering, adding to, or deducting from the Work, and the contract sum shall be adjusted accordingly. All the work shall be subject to the conditions of the Contract Documents, except that any claim for extension of time caused by changes shall be adjusted at the time of ordering the change, with adjustments to time being made after CONTRACTOR has justified, through documentation, the impact on the critical path of the Project.

C. In giving instructions, the Architect shall have authority to make minor changes in the Work not involving a change in cost and not inconsistent with purposes of the Project, subject to DSA approval. If so authorized by OWNER, OWNER's Representative, if one has been identified, may authorize changes in work involving a change in cost that does not exceed \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be performed unless pursuant to a written order from OWNER, and no claim for any addition to the contract amount or time shall be valid unless by written order of OWNER. A Change Order will not be officially approved until ratified by OWNER's Board of Trustees or other governing body.

D. If the Architect determines that the work required to be done constitutes extra work outside the scope of the Contract Documents, the Architect shall send a request for a detailed proposal to CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five calendar days of receipt of the request for proposal. If the work is to be performed by a subcontractor, CONTRACTOR's proposal must include a bid from the subcontractor.

E. If the Architect determines the work required does not constitute extra work, or work for which CONTRACTOR may recover additional compensation, the Architect shall so notify CONTRACTOR. If CONTRACTOR is not in agreement with the determination by the Architect, CONTRACTOR shall immediately give notice of any claim as provided in the Contract Documents. CONTRACTOR shall perform the required work in timely fashion.

F. At the discretion of OWNER, the value of any extra work, change, or deduction shall be determined in one or more of the following ways:

1. By acceptable lump sum proposal from CONTRACTOR, a total sum for the changed work may be mutually determined by OWNER and CONTRACTOR. CONTRACTOR shall furnish a breakdown of the proposed lump sum cost satisfactory to OWNER, which shall be full and final compensation for the change, including time adjustment.

2. By contract unit prices contained in CONTRACTOR's original bid and incorporated in the Contract Documents, or fixed by subsequent agreement between OWNER and CONTRACTOR. Where payment for Change Orders is based on unit prices stipulated in CONTRACTOR's bid, those unit prices shall constitute the total equitable adjustment due for the change. If a change is ordered in an item or work covered by a contract unit price, and the change does not involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the contract unit price. In the case of such an increase or decrease in a major bid Item, the use

of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and contract unit price. If a change is ordered in an item of work covered by a contract unit price, and the change does involve a substantial change in the character of the work from that shown on the Plans or included in Specifications, an adjustment in payment will be made in accordance with other sections of this article. Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

3. Stipulated contract unit prices are those established by OWNER in the Contract Documents, as distinguished from contract unit prices submitted by CONTRACTOR, and may be used for the adjustment of contract changes. Whether set forth in the Contract Documents or subsequently agreed upon, all contract unit prices shall include overhead, profit, and increased premium on the Surety Bonds.

4. By cost of labor, material, equipment, and subcontract, plus a percentage for overhead and profit. If the value is determined by this method the following requirements shall apply:

a. Daily reports by CONTRACTOR, as follows:

(i) <u>General</u>. At the close of each working day, CONTRACTOR shall submit a daily report to the Architect and the Project Inspector on forms approved by OWNER, together with applicable delivery tickets listing all labor, materials, and equipment involved for that day, and for other services and expenditures, when authorized, concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect and CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through CONTRACTOR.

(ii) <u>Labor</u>. The report shall show names of workers, classifications, and hours worked and hourly rate. Project supervision expenses, including for foremen and above, are not allowed.

(iii) <u>Materials</u>. The report shall describe and list quantities of materials used and unit cost.

(iv) <u>Equipment</u>. The report shall show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily costs.

(v) <u>Other Services and Expenditures</u>. Other services and expenditures shall be described in such detail as OWNER may require.

#### b. Basis for Establishing Costs

(i) <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classifications which would increase the extra work cost will not be permitted unless CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(ii) <u>Materials</u>. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight, and delivery. OWNER reserves the right to approve materials and sources of supply, or to supply materials to CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by OWNER.

(iii) <u>Tool and Equipment Rental</u>. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental sources or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently, and when not in use could be returned to its rental source at less expense to OWNER than holding it at the work site, it shall be

returned, unless CONTRACTOR elects to keep it at the work site at no expense to OWNER. All equipment shall be acceptable to the Architect in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iv) <u>Other Items</u>. OWNER may authorize other items which may be required on the extra work. These items include labor, services, material, and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from CONTRACTOR or any of the Subcontractors. Detailed invoices covering all such items shall be submitted with the request for payment.

(v) <u>Invoices</u>. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, OWNER may establish the cost of the item involved at the lowest price which was current at the time of the report.

c. The following form shall be used by OWNER and CONTRACTOR as applicable to communicate proposed additions and deductions to the Contract Documents.

EXTRA CREDIT

(i) Material (attached itemized quantity and unit cost plus sales tax

(ii) Labor (attached itemized hours and rates)

(iii) Subtotal

(iv) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 10% of Item (iii) above

(v) Subtotal

(vi) CONTRACTOR's Overhead and Profit, including any increased bond costs, not to exceed 10% of Item (v)

(viii) Total

5. IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES AS DETERMINED BY ANY OF THESE METHODS EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM DELAYS OR ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM ACCELERATED WORK TO AVOID DELAYS TO THE PROJECT.

G. For changes that increase the contract price, CONTRACTOR may include amounts for overhead and profit. CONTRACTOR's overhead (general and administrative) and profit shall include, but not be limited to additional bond costs, additional job site facilities costs, additional home and field office costs, additional administrative costs, additional cleaning, and additional project supervision costs (which includes but is not limited to a Project Manager and any and all additional personnel necessary to maintain the project progress within the approved contract schedule).

H. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by CONTRACTOR shall be a total sum not exceeding 10 percent of the cost of work.

I. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by Subcontractors of all tiers shall be a total sum not exceeding 10 percent of those costs.

J. Subcontractors' (all tiers) overhead and profit on the cost of work performed by Subcontractor shall be a total sum not exceeding 10 percent of the cost of labor, materials, rentals, etc.

K. Overhead and profit shall not be applied to taxes, delivery charges, and insurance by CONTRACTOR or its subcontractors or sub-subcontractors.

L. Before CONTRACTOR is authorized to proceed with extra work or changes on the basis set forth in this Article, OWNER and CONTRACTOR shall be in complete agreement on what the term "costs" shall include and the percentage amount of fixed fee CONTRACTOR is to charge.

M. If CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation constitutes a change, extra work, or otherwise obligates OWNER to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Contract Documents, CONTRACTOR shall notify OWNER in writing of such claim within five calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the

factual basis for the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is based. CONTRACTOR's failure to notify OWNER within the five-day period shall be deemed a waiver and relinquishment of such a claim. If the notice is given within the specified time, the procedure for its consideration shall be as stated in these General Conditions. In the event of failure to agree, the matter shall be treated as a claim following the claims procedures in the Contract Documents.

N. Costs which shall not be paid in Change Orders under the Contract Documents include but are not limited to interest costs of any type, claim preparation or filing costs, costs in preparing or reviewing proposed change orders or proposals, CQR's, ASI's, etc., lost revenue, lost profit, lost income or earnings, rescheduling costs, costs of idled equipment, lost earnings or interest on unpaid retainage, claims consulting costs, costs of corporate officers or staff visiting the site, fluctuation of foreign currency conversion or exchange rate costs, or loss of other business.

O. Notwithstanding any other provision in the Contract Documents, the adjustment in the contract price, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order, including any extensions of time, unless otherwise expressly stated in the change order. The amount of any compensation due CONTRACTOR shall be calculated pursuant to this Article. The compensation shall <u>not</u> include any additional charges not set forth in this Article and shall not include delay damages due to processing a change order or refusal to sign a change order, or any indirect, consequential, or incidental costs, including any project management costs, extended home office and field office overhead, administrative costs, or profit except as such matters may be authorized under this Article.

P. In furtherance of the intent to settle all change orders fully and finally at the issuance date of the change order, the following shall be expressly incorporated in writing and deemed incorporated in all change orders:

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE INCLUDING IMPACT ON UNCHANGED ORDER. WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD OR HOME OFFICE, OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER.

Q. Within 10 days of the notice to proceed, CONTRACTOR shall submit a detailed list of the field office overhead cost components which are time related and which represent costs incurred as a direct result of time extensions. No allowance for overhead costs and no profit allowance will be allowed on the extended daily field overhead cost component of the change Order. The deviation of an extended home office overhead rate and its application to contract time extensions shall not be allowed.

### ARTICLE 28 CORRECTION OF WORK BEFORE FINAL PAYMENT

A. CONTRACTOR shall promptly remove from the premises all work identified by OWNER as failing to conform to the Contract Documents, whether incorporated or not. CONTRACTOR shall promptly replace and repair its own work to comply with the Contract Documents, without additional expense to OWNER, and shall bear the expense of making good all work of other contractors destroyed or damaged by that removal or replacement, including compensation for the Architect's additional services.

B. If CONTRACTOR does not remove work within a reasonable time following written notification, OWNER may remove and store the material at CONTRACTOR'S expense. If CONTRACTOR does not pay the expenses of removal within 10 days, OWNER may sell the materials at auction or private sale upon 10 days' written notice, and shall account for any net proceeds after deducting all costs and expenses that should have been borne by CONTRACTOR.

#### ARTICLE 29 DEDUCTIONS FOR UNCORRECTED WORK

A. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract Documents, after 10 days' written notice to CONTRACTOR, OWNER may make good such deficiencies without prejudice to any other remedy it may have.

B. OWNER shall reduce the total contract price by the cost of making good such deficiencies.

C. If OWNER deems it inexpedient to correct work not performed in compliance with the Contract Documents, an equitable deduction from the contract price shall be made.

## ARTICLE 30 CLEANING UP

A. CONTRACTOR shall at all times keep the work site free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove all items.

B. Upon completion of the Work, CONTRACTOR shall clean the interior and exterior of each building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment, and remove temporary fencing, barricades, planking, sanitary facilities, and similar temporary facilities from the site.

C. If CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost for such cleanup shall be charged back to CONTRACTOR and may be deducted from future progress or final payments.

D. CONTRACTOR shall not include cleaning as an additional line item for change order payments. Cleaning is included in the overhead expenses included in the CONTRACTOR's and/or Subcontractor's overhead and profit percentage.

### ARTICLE 31 ACCESS TO WORK

OWNER and its representatives shall at all times have access to the Work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for access so OWNER's representatives may perform their functions under the Contract Documents.

### ARTICLE 32 GUARANTEE

A. CONTRACTOR warrants that the Work, including any equipment furnished by CONTRACTOR, shall be:

- 1. Free from defects in workmanship and material;
- 2. Free from defects in any design performed by CONTRACTOR;

3. New, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and

4. Suitable for the use stated in the Specifications.

B. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion to verify recording with the County, and shall continue for the period set forth in the Specifications or for one year if not so specified. If during the warranty period the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

C. OWNER shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the Work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by OWNER and with due diligence and dispatch as required to make the Work ready for use by OWNER, ordinary wear and tear, unusual abuse, or neglect excepted. Such corrections shall include but not be limited to any necessary adjustments, modifications, changes of design (unless of OWNER's design), removal, repair, replacement, or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges, and labor as may be necessary, and cost of removal. Replacement shall be performed at a time and in such a manner so as to minimize the disruption to OWNER's use of the Work.

D. In the event CONTRACTOR or Surety fails to commence and pursue with diligence any replacements or repairs within one week after being notified in writing, OWNER is authorized to proceed to have any defects repaired at the expense of CONTRACTOR and Surety, and CONTRACTOR and Surety agree to pay the costs and charges immediately on demand.

E. If defective work creates a dangerous condition, in the opinion of OWNER, or requires immediate correction or attention to prevent further loss to OWNER or to prevent interruption or operations of OWNER, OWNER shall attempt to give the notice required by this Article. If CONTRACTOR or Surety cannot be contacted or neither complies with OWNER's request for correction within a reasonable time, as determined by OWNER, without regard to the provisions of this Article, OWNER may proceed to make the correction or provide the attention, and the costs of correction or attention shall be charged against CONTRACTOR. Any action by OWNER shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in the Contract Documents.

F. This article does not in any way limit the guarantee on any items for which a longer guarantee is specified, or any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish OWNER with all appropriate guarantee or warranty certificates upon completion of the Project.

G. All guarantees required under this Article shall be considered to be in writing on the guarantee provided by CONTRACTOR, and CONTRACTOR shall use the form included in the Contract Documents unless otherwise agreed by OWNER.

H. OWNER may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

# ARTICLE 33 SURVEYS

OWNER shall furnish all surveys describing the physical characteristics, legal limitations, and utility locations for the site of the Project and a legal description of the site. Surveys to determine locations of construction, grading, and site work shall be provided by CONTRACTOR.

## ARTICLE 34 SOILS INVESTIGATION REPORT

A. When a soils investigation report has been obtained from test holes at the site, that report is available for CONTRACTOR's use in preparing its bid and work under the Contract Documents. Any information obtained from the report or any information given on drawings as to subsurface soil conditions or as to elevations of existing grades or elevations of underlying rock, is approximate only, is not guaranteed, and **is not part of the Contract Documents**. CONTRACTOR is required to make a visual examination of the site and must make whatever tests it deems appropriate to determine the actual underground condition of the soil.

B. CONTRACTOR agrees that it will make no claim against OWNER for damages in the event that during progress of the Work, CONTRACTOR encounters subsurface or latent conditions at the site materially different from those shown on drawings or indicated in Specifications or soils reports, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered in work of the type provided for in the Plans and Specifications.

C. If during the course of work under the Contract Documents CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, or drawings, or Specifications, CONTRACTOR shall notify OWNER of same within five working days of discovery of the condition.

WARNING: OWNER does not warrant the soils at the project site. A soils investigation report is provided for CONTRACTOR'S information only.

CONTRACTOR represents it has conducted an independent investigation of the project site and the soil conditions of the site. CONTRACTOR is solely responsible to ascertain site conditions for the purposes of determining construction means and methods before commencing construction.

### ARTICLE 35 PERMITS AND LICENSES

A. All necessary permits and licenses shall be secured and paid for by CONTRACTOR unless otherwise provided in the Contract Documents.

B. All permits, licenses, and certificates shall be delivered to the Architect before demand is made for the certificate of final payment.

C. CONTRACTOR shall, and shall require subcontractors to, maintain appropriate contractor's licenses in effect as required by law throughout the entire Project.

D. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by OWNER unless otherwise specified.

E. Permits and charges for installation and inspection of utility services by serving utilities shall be secured and paid for by OWNER.

## ARTICLE 36 CUTTING AND PATCHING

A. CONTRACTOR shall do all cutting, fitting, or patching of the Work as required to make its several component parts come together properly, and fit it to receive or be received by any work of other contractors indicated on, or reasonable implied by, the drawings and Specifications, and shall follow all directions given by the Architect.

B. Any cost caused by defective or ill-timed work shall be borne by CONTRACTOR.

C. CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work, and shall not cut or alter work of any other contractor except with the written consent of the Architect.

D. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

E. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match the finishes, textures, and colors of the original work as closely as conditions of site and materials will allow, refinishing existing work as required, at no additional cost to OWNER.

F. CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases, CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not against OWNER. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

## ARTICLE 37 TESTS AND INSPECTIONS

If the Contract Documents, OWNER's instructions, laws, ordinances, or any Α. public authority requires any work to be specially tested or approved, CONTRACTOR shall give notice, in accordance with requirements of such authority, of CONTRACTOR's readiness for observation or inspection. Such notice shall be given at least two working days prior to being tested or covered up. If inspection is by authority other than OWNER, CONTRACTOR shall inform OWNER's Inspector of the date fixed Required certificates of inspection shall be secured by for such inspection. CONTRACTOR. Observations by OWNER shall be promptly made, and where practicable, at the source of supply. If any work is covered up without approval or consent of OWNER, if required by OWNER, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense, in compliance with the Contract Documents. The cost of inspection or testing of any materials which are not in compliance with the Contract Documents shall be borne by CONTRACTOR. If the inspection or testing was paid for by OWNER, it will be charged back to and paid by CONTRACTOR. Other costs for tests and inspection of materials shall be paid by OWNER, unless otherwise provided in the Contract Documents.

B. Where the inspection and testing will be conducted by an independent laboratory or agency, the materials or samples of materials to be tested shall be selected by the laboratory or agency, or OWNER's representative, and not by CONTRACTOR.

C. CONTRACTOR shall notify OWNER in writing a sufficient time in advance of the manufacture of any materials to be supplied to CONTRACTOR under the Contract Documents, which materials must be tested according to the terms of the Contract Documents, in order that OWNER may arrange for testing at the source of supply. Materials shipped by CONTRACTOR from the source of supply without having satisfactorily passed testing and inspection, or prior to receipt of notice from OWNER that testing and inspection will not be required, shall not be incorporated into the Work without the prior approval of OWNER and subsequent testing and inspection.

D. Reexamination or retesting of questioned work may be ordered by OWNER, and if so ordered any work must be uncovered by CONTRACTOR. If the work is determined to be in accordance with the Contract Documents, OWNER shall bear the

costs of reexamination or retesting and replacement. If the work is not in accordance with the Contract Documents, CONTRACTOR shall bear the costs.

# ARTICLE 38 EXCAVATION DEEPER THAN FOUR FEET

A. CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation. Any such method used shall conform to applicable safety standards.

B. If the Contract Documents involve the excavation of any trench or trenches more than four feet in depth, in advance of excavation CONTRACTOR shall submit to OWNER, or to whomever OWNER designates, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches. If the plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety of the Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs of the plan shall be included in the contract price. In no case shall the plan be less effective than that required by the Construction Safety Orders. No excavation of any trench or trenches shall be commenced until the plan has been accepted by CAL-OSHA and a CAL-OSHA permit for the plan is delivered to OWNER.

C. If the Contract Documents involve digging trenches or excavations that extend deeper than four feet below the surface, the following shall apply:

1. Before the following conditions are disturbed, CONTRACTOR shall promptly notify OWNER in writing of any:

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

b. Subsurface or latent physical conditions at the site different from those indicated.

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

2. OWNER shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a

decrease or increase in CONTRACTOR's cost or the time required for performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

3. In the event of a dispute between OWNER and CONTRACTOR concerning whether or not the conditions materially differ or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost or time required for performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

# ARTICLE 39 WORKERS

A. At all times, CONTRACTOR shall enforce strict discipline and good order among its employees, shall not employ any unfit person or anyone not skilled in the work assigned, and shall require the same of all subcontractors of all tiers. It shall be the responsibility of CONTRACTOR to ensure subcontractor compliance with this Article.

B. Any person in the employ of CONTRACTOR or subcontractors whom OWNER may deem to be incompetent, unfit, troublesome, or otherwise undesirable, shall be excluded from the work site and shall not again be employed on it except with written consent of OWNER.

### ARTICLE 40 FINGERPRINTING WORKERS

A. CONTRACTOR shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees and pupil safety. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of sections 45125.1 and 45125.2. To this end, CONTRACTOR must complete and submit to OWNER the certification form included in the Contract Documents for itself and its subcontractors prior to commencing work on the Project. At CONTRACTOR's expense, CONTRACTOR shall comply with any directive from OWNER specifying measures to ensure the safety of pupils, including but not limited to one or more measures described in Education Code section 45125.2(a).

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER's pupils, application shall be made to OWNER for a determination on that question. The determination by OWNER shall be final. In the event OWNER makes a determination of limited or less contact with pupils, CONTRACTOR shall comply with any directive by OWNER to ensure the safety of pupils, at CONTRACTOR's expense.

C. Use of Education Code section 45125.2(a)(1), (2), or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on the application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

## ARTICLE 41 WAGE RATES AND PAYROLL RECORDS

A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2, of the California Labor Code, OWNER has ascertained the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work of the Project in the locality in which this public work is to be performed. The general prevailing rates of per diem wages are available at OWNER's office. CONTRACTOR is responsible to pay those rates determined to be applicable by the Director of the Department of Industrial Relations and OWNER shall not be responsible for any damages arising from the error.

B. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.

C. CONTRACTOR shall pay and shall cause to be paid to each worker engaged in work on the Project not less than the general prevailing rate of per diem wages, regardless of any contractual relationship which may exist between CONTRACTOR or any Subcontractor and such workers.

D. Pursuant to Labor Code Section 1775, CONTRACTOR shall forfeit and OWNER shall withhold from payments to CONTRACTOR not more than \$200 for each calendar day any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR on the Project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates shall be paid to each worker by CONTRACTOR.

E. Any worker employed to perform work on the Project which is not covered by any classification available in OWNER's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

F. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship, and similar purposes.

G. At appropriate conspicuous points on the site of the Project, CONTRACTOR shall post job site notices prescribed by the Department of Industrial Relations, including but not limited to, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

H. CONTRACTOR shall submit a breakdown of all labor costs for this Project by trade. This breakdown shall be for all labor that CONTRACTOR or any subcontractor supplies to the Project. This information shall be provided to OWNER before the <u>first</u> <u>payment request</u> after the Notice to Proceed has been issued. Failure to provide the labor cost breakdown will result in delay in processing the payment request until the complete cost breakdown is provided by CONTRACTOR and received and approved by OWNER. No other labor expenses will be considered unless approved in writing by OWNER.

I. Pursuant to the provisions of Labor Code Section 1776, CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the work on the Project to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the Project.

J. The payroll records required under this article shall be certified and shall be available for inspection at all reasonable hours at CONTRACTOR's principal office on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;

2. A certified copy of all required payroll records shall be made available for inspection or furnished upon request to a representative of OWNER, the Division of Labor Standards Enforcement, and/or the Division of Apprenticeship Standards of the Department of Industrial Relations;

3. A certified copy of all payroll records required under this article shall be made available for inspection or copies made upon request by the public;

provided, however, that a request by the public shall be made through either OWNER, the Division of Apprenticeship Standards, or the Department of Industrial Relations. If the requested payroll records have not been provided pursuant to Paragraph 2 above, prior to being provided the records, the requesting party shall reimburse the costs of preparation by CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at CONTRACTOR's principal office.

4. The form of certification shall be as follows:

I, \_\_\_\_\_\_ (printed name), the undersigned, am the \_\_\_\_\_\_ (position in business) with the authority to act for and on behalf of \_\_\_\_\_\_ (name of business and/or CONTRACTOR), and certify under penalty of perjury that the records or copies submitted and consisting of (description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: \_\_\_\_\_\_ Signature: \_\_\_\_\_

K. CONTRACTOR shall file a certified copy of the required payroll records with the entity requesting the records within 10 days after receipt of a written request. In the event CONTRACTOR fails to comply within the 10-day period, as a penalty to OWNER CONTRACTOR shall forfeit \$100 for each calendar day, or portion of each calendar day, for each worker until strict compliance is effectuated. Upon request by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

L. Payroll records made available for inspection as copies and furnished upon request to the public by OWNER, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. Payroll records furnished to agencies that are included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall be unredacted. The name and address of CONTRACTOR shall not be marked or obliterated in either case.

M. CONTRACTOR shall inform OWNER of the location of the payroll records, including the street address, city, and county, and within five working days shall provide a written notice of a change of location and address.

N. It shall be CONTRACTOR's responsibility to ensure compliance with the provisions of this article and the provisions of Labor Code Section 1776.

O. This project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and all subcontractors shall be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To enroll in the eCPR system or obtain additional information assistance. CONTRACTOR is directed the DIR and to website at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR. CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

## ARTICLE 42 APPRENTICES

A. CONTRACTOR acknowledges and agrees that the Contract Documents are governed by the provisions of Labor Code Section 1777.5 where applicable. It shall be CONTRACTOR's responsibility to ensure compliance with this article and with Labor Code Section 1777.5 for all apprenticing occupations.

B. Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

C. Every apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which the apprentice is registered, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

D. Only apprentices as defined in Labor Code Section 3077 who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards, and who are parties to written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which the apprentice is in training, or (2) the rules and regulations of the California Apprenticeship Council.

E. Pursuant to Labor Code Section 1777.5, CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade performing any work under the Contract Documents shall employ apprentices in at least the ratio set forth in Labor Code Section 1777.5, and may apply to any apprenticeship program in the craft or

trade that can provide apprentices to the project site for a certificate approving CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices in the area of industry affected.

F. Prior to commencing work on the Project, CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the project site. The information submitted shall include an estimate of journeyman hours to be performed on the Project, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to OWNER if requested. Within 60 days after concluding work on the Project, CONTRACTOR and all Subcontractors shall submit a verified statement of the journeyman and apprentice hours performed on the Project to the awarding body, if requested, and to the apprenticeship program. This information shall be public.

G. If in performing any of the Work, CONTRACTOR employs journeymen or apprentices in any apprenticeable craft or trade, CONTRACTOR shall contribute to the California Apprenticeship Council the same amount that the Director of Industrial Relations determines is the prevailing amount of apprenticeship training contributions in the area of the Project, subject to any credits permitted by law.

H. If CONTRACTOR or any Subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Labor Code Section 1777.5, it shall:

1. Forfeit as a civil penalty an amount not exceeding \$100 (\$300 for knowing subsequent violations) for each full calendar day of noncompliance. Notwithstanding Labor Code Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Labor Commissioner, OWNER shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

2. In lieu of the monetary penalty, for a first-time violation and with the concurrence of a specified apprenticeship program, the Labor Commissioner may order CONTRACTOR or any Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

3. In the event CONTRACTOR or any Subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny CONTRACTOR or any Subcontractor, and their responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works

contract for a period of up to one year for the first violation and up to three years for a subsequent violation.

CONTRACTOR or any Subcontractor (or responsible officer) shall have the right to obtain a review of the determination imposing a debarment or civil penalty as provided by law.

I. CONTRACTOR and all Subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.

J. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Labor Code Sections 1777.5, 1777.6, and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

## ARTICLE 43 HOURS OF WORK

A. CONTRACTOR shall furnish, and shall require all Subcontractors to furnish, sufficient forces to ensure the Work is prosecuted in accordance with the detailed project schedule without payment of overtime wage rates whenever possible.

B. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by CONTRACTOR, or by any subcontractor, upon the Work or upon any part of the work contemplated by the Contract Documents is limited and restricted to eight hours per day and 40 hours during any one week. Upon completion of all hours worked in excess of eight hours per day, work shall be permitted upon this Project at not less than one and one-half times the basic rate of pay.

C. CONTRACTOR shall keep, and shall cause all subcontractors to keep, an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of OWNER and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

D. Saturdays, Sundays, holidays (including all OWNER designated holidays), and any day with work hours before 7:30 a.m. and/or after 4 p.m. shall be considered overtime for OWNER's representatives, consultants, and inspectors, and shall be compensated as such by CONTRACTOR per OWNER's submitted invoice. Such cost shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

E. As a penalty, CONTRACTOR shall pay \$25 to the Department of Industrial Relations or OWNER for each worker employed by CONTRACTOR or by any subcontractor in the performance of the Contract Documents for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

F. Any work performed before or after regular working hours or on Saturdays, Sundays, or holidays (including all OWNER designated holidays) shall be performed without additional expense to OWNER. Should inspection or testing services be necessary on a Saturday, Sunday, or holiday (including all OWNER designated holidays), CONTRACTOR shall pay all additional expenses incurred. Such cost shall be billed to CONTRACTOR and deducted from the next payment.

G. CONTRACTOR shall anticipate work that would occur outside the normal work hours of 7:30 a.m. to 4 p.m. Such activities would include but are not limited to early morning concrete pours (because of hot weather), early or late material deliveries, required off-site inspections, or any other activity that would require the Project Inspector or OWNER personnel to work longer than an eight-hour day.

H. The Project Inspector cannot be asked to leave the Project after eight hours of work so CONTRACTOR would not have to pay overtime. If the extended work day is a result of CONTRACTOR'S work, the Project Inspector will perform its DSA assigned work as necessary to assure the Project is kept on schedule and CONTRACTOR is responsible to pay all costs associated with fulfilling these DSA assignments, including the Project Inspector's overtime. These costs shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

# ARTICLE 44 NONDISCRIMINATION

In the performance of the terms of the Contract Documents, CONTRACTOR agrees that it will not engage in or permit any Subcontractor it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

# ARTICLE 45 COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. On forms approved by OWNER, CONTRACTOR shall furnish the following:
  - 1. Within 10 calendar days of award of contract, a detailed estimate giving a complete breakdown of contract price for each Project or site, which shall include

all Subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and

2. A periodical itemized estimate of work done for the purpose of making partial payments; and

3. A schedule of estimated monthly payments due CONTRACTOR within 10 days of request by OWNER.

B. Values employed in making up any of these schedules are subject to the Architect's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price unless OWNER in its sole discretion so elects.

### ARTICLE 46 PAYMENTS

A. Unless otherwise specified in writing, each month within 30 days after receipt by OWNER of the monthly progress schedule and the certification of application for payment by the Architect, OWNER shall pay to CONTRACTOR a sum equal to 95 percent of the value of work performed and materials delivered subject to or under the control of OWNER and unused up to the last day of the previous month, less aggregate previous payments. In its sole discretion, OWNER may also deduct from these payments any amounts deemed due from CONTRACTOR.

B. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made.

C. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate shall be attached to and made a part of the payment request filed with OWNER. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only.

D. If within three days after written demand the Architect fails to deliver such certificate, CONTRACTOR may file its payment request with OWNER without the certificate, but the request shall be accompanied by a statement that demand was made for the certificate and was refused. OWNER will then either allow the payment request as presented or shall by an order entered on the minutes of OWNER state the reasons for refusing to make payment.

E. Work completed as estimated shall be an estimate only and no inaccuracy or error in an estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of the Contract Documents, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

F. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT REQUESTS PROCESSED OR ANY PAYMENT FOR WORK PERFORMED SO LONG AS CONTRACTOR HAS FAILED TO COMPLY WITH ANY LAWFUL OR PROPER DIRECTION CONCERNING THE WHOLE OR ANY PORTION OF THE WORK GIVEN BY OWNER OR THE ARCHITECT.

G. OWNER has discretion to require from CONTRACTOR any of the following information with the application for payment: (1) certified payroll covering the period of the prior application for payment, (2) unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application for payment, (3) receipts or bills of sale for any items. In addition, upon submittal of the first payment request, a complete per diem wage rate breakdown for all trades must be submitted in order for the payment request to be processed.

H. PAYMENT BY OWNER OF ANY PAYMENT REQUEST IS NOT AN INDICATION THAT OWNER HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK, NOR SHALL PAYMENT CONSTITUTE A WAIVER IN ANY RESPECT OF ANY OWNER RIGHTS.

I. The final payment of 5 percent of the value of the work done under the Contract Documents, if unencumbered, may be made 35 days after the Notice of Completion is recorded by OWNER. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OR OTHER GOVERNING BODY OF OWNER IN ACCORDANCE WITH THE PROVISIONS ON "COMPLETION."

J. Unless otherwise agreed in writing, on or before making request for final payment of the undisputed amount due under the Contract Documents, CONTRACTOR shall submit to OWNER the following in writing:

1. Information on CONTRACTOR's results in attaining compliance with the OWNER's three percent participation goal for Disabled Veterans Business Enterprises;

2. A summary of all claims for compensation under or arising out of the Contract Documents, stating whether the claims are settled or unsettled and the amounts of the claims, and further specifying the date(s) upon which any required protest and/or notice was given to OWNER;

3. A written release of all claims against OWNER arising by virtue of the Project, the Work, and the Contract Documents. Payment of undisputed amounts is contingent upon receipt of this waiver.

# ARTICLE 47 PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

A. All transportation and utility services not later than the 20th day of the calendar month following the month in which the services are rendered;

B. Ninety-five percent of the cost of all materials, tools, and other expendable equipment, not later than the 20th day of the calendar month following the month in which the materials, tools, and equipment are delivered to the project site, and the balance of the cost not later than the 30th day following completion of that part of the work in which the materials, tools, and equipment are incorporated or used; and

C. To each of its subcontractors the respective amounts allowed CONTRACTOR on account of work performed by each subcontractor not later than the fifth day following each payment to CONTRACTOR.

## ARTICLE 48 PAYMENTS WITHHELD

A. In addition to any amount(s) which OWNER may retain under the article entitled "PAYMENTS," OWNER may withhold sufficient amount(s) of any payment(s) otherwise due to CONTRACTOR, as in its judgment may be necessary to cover the following:

1. Payments which may be past due and payable for claims against CONTRACTOR or any Subcontractors at any level for labor or materials furnished in the performance of work under the Contract Documents.

2. Defective work not remedied.

3. Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.

4. Completion of work if there exists a reasonable doubt that the work can be completed for the balance then unpaid.

5. Damage to another contractor.

6. All costs and expenses associated with OWNER having to acquire alternate educational facilities if CONTRACTOR fails to complete the Project within the period of time required by the Contract Documents.

7. Project schedule not up-to-date with the current payment request.

8. Overtime charges due consultants, Project Inspectors, the Architect, and OWNER or others as a result of extra services that were provided at CONTRACTOR's request or as a result of actions of CONTRACTOR or those employed by CONTRACTOR, including subcontractors, material suppliers, or others will be withheld from current payment requests.

9. CONTRACTOR agrees that OWNER may withhold 150 percent of the estimated cost of any additional testing or retesting required as a result of the fault or negligence of CONTRACTOR, or Subcontractors, vendors, or suppliers, until such time as OWNER receives confirmation that payment for such additional testing or retesting has been made.

10. Failure to maintain a current record set of drawings. The drawings shall be updated to the date when the payment request is submitted.

11. Failure to submit daily reports.

12. Failure to submit items required to accompany payment requests at initial and final completion.

13. Failure to submit and keep current any construction schedule required by the Contract Documents.

14. Failure to compensate the Architect for substitution review within the required time period.

15. Failure to compensate OWNER for overtime charges for OWNER representatives and employees incurred as a result of services provided during the current payment period.

16. Failure to compensate OWNER and/or the Architect for the cost of review time to evaluate CONTRACTOR'S proposed solutions to effect repair of work not in accordance with Contract Documents.

17. Failure to submit per diem wage rates for all trades pursuant to appropriate provisions of the General Conditions.

18. Penalties for violation of labor laws.

19. Cost of site clean-up.

20. Required payments to indemnify, hold harmless, or defend OWNER.

21. Compensation for unpaid extra services for the Architect caused by CONTRACTOR.

22. Compensation for unpaid extra services for the Project Inspector, including but not limited to reinspection required due to CONTRACTOR's failed tests, installation of unapproved or defective materials, or CONTRACTOR's requests for inspection and failure to attend the requested inspection.

23. Any liquidated damages, forfeiture of fees, or other damages assessed against CONTRACTOR by reason of failure to complete the Project on time.

B. OWNER may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. In so doing, OWNER shall be deemed the agent of CONTRACTOR and any payment made by OWNER shall be considered to be a payment made under the Contract Documents by OWNER to CONTRACTOR, and OWNER shall not be liable to CONTRACTOR for the payments made in good faith. The payments may be made without prior judicial determination of the claim or obligations. OWNER shall submit to CONTRACTOR an accounting of the funds disbursed on behalf of CONTRACTOR.

#### ARTICLE 49 SUBSTITUTION OF SECURITIES

A. Pursuant to the provisions of Public Contract Code section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure its performance under the Contract Documents. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the Project, the securities shall be returned to CONTRACTOR.

B. Securities eligible for investment under this article shall include those listed in Government Code section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER.

C. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest.

D. All expenses relating to the substitution of securities under Public Contract Code section 22300 and this article, including but not limited to OWNER's overhead and administrative expenses and expenses of escrow agent, shall be CONTRACTOR's responsibility.

E. Should the value of the substituted security at any time fall below the amount for which it was substituted, or any other amount which OWNER determines to withhold, CONTRACTOR shall immediately and at CONTRACTOR'S expense deposit additional security qualifying under Public Contract Code section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Contract Documents.

F. In the alternative, under Public Contract Code section 22300, at its own expense, CONTRACTOR may request OWNER to make payment of earned retention funds directly to the escrow agent.

G. All escrow agreements shall be in conformance with the Escrow Agreement for Security Deposits in Lieu of Retention set forth in Public Contract Code section 22300, and shall be in the form of agreement provided by OWNER unless otherwise agreed in advance.

## ARTICLE 50 PROGRESS SCHEDULE

A. Immediately after being awarded the Construction Agreement, CONTRACTOR shall prepare an estimated progress schedule and submit it to OWNER for review. The schedule shall indicate the beginning and completion dates of all phases of construction.

B. The schedule shall be updated at reasonably required intervals throughout the Project, unless specifically required to be updated at more frequent intervals.

C. Additional scheduling requirements may be contained in the attached Supplemental General Conditions.

D. While OWNER does not discourage efforts by CONTRACTOR to accomplish an early completion of the Project, CONTRACTOR is directed to utilize and schedule the entire construction period set forth in the Construction Agreement. Any portion of the construction period not so scheduled shall be considered "float" and used the same as other float under the Contract Documents.

# ARTICLE 51 EXTENSION OF TIME—LIQUIDATED DAMAGES

A. The parties understand and agree that the goodwill, educational process, and other business of OWNER will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, CONTRACTOR shall be assessed the sum set forth in the Contract Documents per day as liquidated damages for each and every calendar day until the work required under the Contract Documents is complete. CONTRACTOR will pay to OWNER or OWNER may retain such damages from amounts otherwise payable to CONTRACTOR. For purposes of this article, the Work shall be considered "complete" in accordance with the provisions of the article on "COMPLETION," except that the work may be considered compete without formal acceptance by the OWNER's governing board or other governing body so long as the governing board, at its next regularly scheduled meeting, accepts the work.

B. Providing CONTRACTOR has protested and/or given notice of delays on the Project as required by these Contract Documents, CONTRACTOR shall not be charged for liquidated damages as set forth above because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. OWNER shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the facts justify an extension. OWNER's findings of fact shall be final and conclusive on the parties. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Any dispute pertaining to a request for time or assessment of liquidated damages shall be resolved pursuant to the provisions on resolution of construction claims in the Contract Documents.

C. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and/or expenses, or if OWNER receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by reason of CONTRACTOR's failure to complete work on time, CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees, whether related to the acquisition of facilities or caused by the delay in completion. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

D. Within 10 days of the beginning of any delay (unless OWNER grants in writing a further period of time to file notice prior to the date of final completion of the Project), CONTRACTOR shall notify OWNER in writing of the causes for the delay. Failure to give the required notice in writing within the time provided shall be interpreted as a failure by CONTRACTOR to properly administer the Contract Documents, Project, and Work, and shall constitute a waiver by CONTRACTOR of all claims of any kind and nature, without limitation, arising from the delay. In addition to this notice, in any instance where CONTRACTOR claims delay was caused by OWNER, the Architect or Architect's consultants, Inspector of Record, Division of State Architect, or anyone

claimed to be an agent of them, and as a precondition to any right to claim additional time, prior to making any request for time, CONTRACTOR shall have satisfied the obligation of the Contract Documents to protest the delay.

Ε. Extensions of time shall be based solely upon the effect of delays to the work as a whole and will not be granted unless CONTRACTOR can demonstrate through analysis of the current updated schedule that the delay was caused by one of the causes for which an extension is authorized. A time extension will not be granted unless CONTRACTOR submits a Time Impact Analysis which utilizes networking techniques (fragments) and a written analysis of the facts which are alleged to have caused the delay. Time extensions will not be allowed for delays to parts of the work not on the critical path of the currently approved monthly updated construction Time extensions will not be granted until all available float, slack, or schedule. contingency time on the Project is used and the end date of the Work is moved beyond the current adjusted contract completion date. CONTRACTOR's sole remedy for delay or extensions of time in all cases except those due to unanticipated or unreasonable delay caused by OWNER shall be an extension of the contract time at no cost to OWNER. Additional scheduling requirements in cases of delay or requests for time may be included in supplementary conditions.

# ARTICLE 52 OCCUPANCY

OWNER reserves the right to occupy buildings and/or portions of the site at any time before completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle CONTRACTOR to any additional compensation due to such occupancy, or affect in any way or amount CONTRACTOR's obligation to pay liquidated damages for failure to complete the Project on time.

# ARTICLE 53 CONTRACT CLOSEOUT

A. <u>Utility Connections</u>: The building and/or buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

- B. <u>Record Drawings</u>:
  - 1. CONTRACTOR shall keep the following:

a. One complete set of blue line prints of all drawings which form a part of the Project in good order and available on the job site. They shall be used only for the purpose intended. Drawings shall be kept up-to-date as the Work progresses and shall be available at all times for inspection.

b. One set of annotated Specifications reflecting any and all changes to the original documents from change orders, substitutions, or any other deviations from the original specifications.

2. The intent of this procedure is to obtain an exact "as built" record of the work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings:

a. Any work not installed as indicated on drawings.

b. The exact locations and elevations of all covered utilities, including valves, cleanouts, etc.

3. CONTRACTOR shall certify to OWNER the accuracy of the record drawings and annotated Specifications and is liable and responsible for inaccuracies in as-built and/or record drawings and the annotated Specifications, even if they do not become evident until a future date.

4. Upon completion of the Work and correction of all punch list items and as a condition precedent to approval of final payment, CONTRACTOR shall obtain the Architect's review of the marked up record set of prints and annotated Specifications and employ an appropriately trained individual to transfer the asbuilt information to a form of electronic media, acceptable to the Architect and OWNER, containing the original Drawings. CONTRACTOR shall provide the electronic as-built drawings to the Architect. When as-built information has been transferred to the acceptable electronic medium and the record drawings have been reviewed by the Architect, CONTRACTOR shall pay for a duplicate set of contract drawings to be used for CONTRACTOR's record drawings. Those final corrected record drawings shall also be saved on electronic media, in a format designated by OWNER, and shall be given to OWNER. Reproduction expenses for the drawings shall be paid for by CONTRACTOR out of the allowance and any difference returned to OWNER.

5. CONTRACTOR shall deliver to the Architect three complete sets of operating manuals, repair parts lists, and service instructions for all electrical and mechanical equipment, together with equipment warranties.

C. <u>Maintenance Manuals</u>: At least 30 days prior to final inspection, three copies of complete operational and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in  $8\frac{1}{2} \times 11^{"}$  binders, indexed with tabs, and include tables of contents. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to

contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

#### D. Inspection Requirements:

1. Before calling for final inspection, CONTRACTOR shall determine that the following work has been performed:

a. General construction has been completed;

b. Mechanical and electrical work complete, fixtures in place, connected and ready for tryout and test;

c. Electrical circuits scheduled in panels and disconnect switches labeled;

d. Painting and special finishes complete;

e. Doors complete with hardware, cleaned of protective film, in good working order without sticking or binding;

- f. Tops and bottoms of doors stained/painted and sealed;
- g. Floors waxed and polished as specified;
- h. Broken glass replaced and glass cleaned;

i. Grounds cleared of CONTRACTOR'S equipment, raked clean of debris, and trash removed from site;

j. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;

k. Finished and decorative work shall have marks, dirt, and superfluous labels removed;

I. All flatwork shall have all stains removed including but not limited to oil, gas, rust, paint, etc.

2. Final inspection will be made by the Architect and specified OWNER personnel upon written notification from CONTRACTOR that work has been completed. CONTRACTOR must prearrange a final inspection with OWNER and Project Inspector. There should be a minimum of seven days' notice to OWNER and Project Inspector before the final inspection is scheduled.

CONTRACTOR shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from CONTRACTOR that all items have been corrected the Architect and Project Inspector or OWNER will reinspect for final acceptance of the Project. Failure of CONTRACTOR to complete punch list items will necessitate further reinspection by the Architect and Project Inspector or OWNER. Cost of reinspection will be deducted from the amounts owing to CONTRACTOR.

3. Deliver keys (labeled) to OWNER's representative. Master keys shall be accounted for in writing.

4. Furnish a letter to OWNER stating that a responsible representative of OWNER (give name and position) has been instructed in working characteristics of mechanical and electrical equipment.

E. <u>Guarantee</u>: Upon completion of final inspection, CONTRACTOR is to submit the guarantee to OWNER as specified in the Contract Documents.

F. <u>Manufacturer Warranties</u>: CONTRACTOR shall deliver 10 days prior to final inspection, original manufacturer warranties for all materials, equipment and/or supplies purchased and/or installed under the Contract Documents.

G. <u>Equipment Training</u>: Prior to final inspection, CONTRACTOR is responsible for providing the appropriate training for a minimum of two personnel of OWNER for each trade for the newly installed mechanical and electrical equipment required under the Contract Documents.

H. <u>Contract Closeout Items Specified Within this Article are Mandatory</u>: The parties agree that, should the required items not be furnished to OWNER, as stated or within 30 days of completion of all other work, OWNER will suffer damage which damage will be difficult, impossible or impractical to assess. For that reason, in accordance with Government Code Section 53069.85, the parties agree the following sums shall be assessed as fixed and liquidated damages and not as a penalty:

1. Record Drawings—\$25,000 or 10 percent of contract price, whichever is less;

2. Maintenance Manuals—\$5,000 or 10 percent of contract price, whichever is less;

3. Guarantee—\$25,000 or 10 percent of contract price whichever is greater;

4. Manufacturer Warranties—\$5,000 for each product or 10 percent of contract price whichever is greater;

5. Equipment Training—\$10,000 for each system or 10 percent of contract price whichever is greater.

I. In addition, the Notice of Completion will not be filed until either such amounts are paid or the items are provided. However, OWNER may also elect to file the Notice of Completion and pay retention after deducting such amounts. If CONTRACTOR disputes the amounts or OWNER's right to withhold these amounts, OWNER may withhold up to 150 percent of the disputed amount.

#### ARTICLE 54 COMPLETION

A. OWNER shall accept the completion of the Project when all of the following conditions have been met:

1. The entire Work or Project (including all phases if a project is phased) including minor corrective items is completed to the satisfaction of OWNER;

2. The final DSA report has been filed with the State;

3. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.

4. The Notice of Completion for the entire Project has been filed and recorded.

B. A final walk-through of the Project to determine completion of the Work and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete, including minor corrective items.

1. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. A representative(s) of OWNER shall also attend.

2. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.

3. Any incomplete or corrective items shall be identified in the final walkthrough of the Project.

4. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which

shall be treated as and bear the same consequences as the initial call for a walk-through.

C. <u>Alternative Process</u>: OWNER shall have the option in its sole discretion to accept completion of the Work and have the Notice of Completion recorded when the entire Work is completed to OWNER's satisfaction, except for minor corrective items as distinguished from incomplete items.

1. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, it shall be on the following conditions:

a. The entire Work or Project (including all phases if a project is phased), excluding minor corrective items, is complete to OWNER's satisfaction;

b. The final DSA report shall be filed with the State as soon as appropriate;

c. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.

d. The Notice of Completion for the entire project has been filed and recorded.

2. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, there shall be a final walk-through of the Project, as follows:

a. Final walk-through shall be made upon a valid claim by CONTRACTOR that the Project is complete, excepting only minor corrective items;

b. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. OWNER may be represented by anyone designated by OWNER's Representative, including but not limited to the Project Inspector, management, and/or representatives from Maintenance and Operations;

c. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.

d. All remaining work, including minor incomplete or corrective items, shall be identified in the final walk-through of the Project;

e. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as, and bear the same consequences as, the initial call for a walk-through.

3. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, and if CONTRACTOR fails to complete the minor corrective items prior to the expiration of a 35-day period immediately following recording of the Notice of Completion, OWNER shall withhold from the final payment an amount equal to 150 percent of the estimated cost, as determined by OWNER, of each incomplete or corrective item until such time as the item is completed.

4. If at the end of an additional 30-day period, there are items remaining to be corrected, OWNER may elect to:

a. Permit additional time for completion;

b. Complete the Work at the expense of CONTRACTOR, deducting the cost of work from any amounts being withheld.

5. CONTRACTOR shall have no claim or offset as against OWNER arising or in any way connected with an election by OWNER not to accept completion of the Work until the entire Work or Project, including minor corrective items, has been completed to OWNER's satisfaction. The time taken by CONTRACTOR to complete the Work or Project, including minor corrective items, shall be a basis for assessment of liquidated damages as provided in the Contract Documents, and is not affected by any decision by OWNER to occupy all or any portion of the Work prior to completion.

# ARTICLE 55 CLAIMS FOR DAMAGES

A. Pursuant to Public Contract Code section 9204, CONTRACTOR shall make all claims for payment for 1) work done by or on behalf of contractor for which payment is not otherwise expressly provided for in the Contract, 2) damages allegedly sustained by reason of any acts or omissions of OWNER or its agents, 3) time extensions, 4) relief from damages or penalties for delay or, 5) an amount disputed by OWNER by registered mail or certified mail, return receipt requested. Such written claim shall be submitted, within 10 days after the claim has arisen, is discovered or reasonably should have been discovered. CONTRACTOR shall furnish reasonable documentation to support the claim.

#### IF CONTRACTOR FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS ARTICLE CONCERNING THE SUBMISSION OF CLAIMS, ITS CLAIM(S) SHALL BE FORFEITED AND INVALIDATED.

B. In no event shall CONTRACTOR be permitted to reserve rights to make or pursue claims of any kind, whether for compensation in any form, or for time extensions, without the OWNER's express written consent. Any attempt to make such reservation or otherwise avoid the effect of this Article shall be void and of no force or effect whatsoever.

C. Any change order executed by CONTRACTOR with such reservation or other language of qualified acceptance shall be read and interpreted as though such language did not exist. No action by OWNER is required to invalidate such language, and no oral communication or other act or omission by OWNER or anyone acting on OWNER's behalf, except OWNER's express written consent, shall be construed as acquiescence in or consent to such reservation or other qualified acceptance language.

D. CONTRACTOR shall diligently proceed with performance of the Work, and OWNER shall continue to make payment of undisputed amounts, during any time period while claims are pending.

# ARTICLE 56 RESOLUTION OF CONSTRUCTION CLAIMS

A. Upon receipt of a claim, OWNER shall conduct a reasonable review of the claim, and, unless extended by mutual agreement of the parties, provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed within 45 days.

B. If OWNER needs approval from its governing body to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and OWNER'S governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, OWNER shall have up to three days following the next duly publicly noticed meeting of its governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

C. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after OWNER issues its written statement. If OWNER fails to issue a written statement, paragraph H. (below) shall apply.

D. If CONTRACTOR disputes OWNER'S written response, or if OWNER fails to respond to a claim issued pursuant to this section within the time prescribed,

CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, OWNER shall schedule a meet and confer conference within 30 days for settlement of the dispute.

E. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, OWNER shall provide CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after OWNER issues its written statement. Any disputed portion of the claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with OWNER and CONTRACTOR sharing the associated costs equally. OWNER and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a gualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures described in sections K through O (below).

F. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in sections D and E, (above).

G. Unless otherwise agreed to by OWNER and CONTRACTOR in writing, the mediation conducted pursuant to section E (above) shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

H. Failure by OWNER to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of OWNER's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

I. CONTRACTOR may present to OWNER a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the CONTRACTOR present a

claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to OWNER shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the CONTRACTOR shall notify the subcontractor in writing as to whether the CONTRACTOR presented the claim to OWNER and, if the CONTRACTOR did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

J. Except for tort claims, all claims or any portion of the claim(s) by CONTRACTOR remaining in dispute of \$375,000 or less shall be subject to the provisions of Public Contract Code Section 20104 et seq., except that the provisions of Public Contract Code section 20104.4 relating to mediation after litigation has commenced are excused, unless a written agreement to the contrary has been entered into between the parties.

Only claims, regardless of size, for which timely notice has been given, which have been subjected to the procedures specified in Public Contract Code section 9204, remaining "unresolved" may be pursued through litigation. All other CONTRACTOR claims are deemed waived.

K. The parties shall attempt to resolve all claims during the course of the Project using the procedures set forth in Articles 55 and 56. Pending resolution of a claim, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Contract Documents nor stop the progress of the work, and CONTRACTOR'S sole remedy shall be the procedures set forth in Articles 55 and 56.

# ARTICLE 57 PERFORMANCE/PAYMENT BOND

A. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish a Performance Bond, and for any contract of \$25,000 or more, a Payment Bond, each in an amount equal to 100 percent of the price stated in the Contract Documents. All bonds shall be provided by a corporate surety admitted in California. Personal sureties and unregistered sureties are unacceptable. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the Contract Documents and through such extended period as permissible to cover latent conditions.

B. All surety companies with a minimum rating of "A minus, VIII," ("A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and admitted in California shall be presumed to be satisfactory to OWNER for the issuance of bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.

### ARTICLE 58 INSURANCE REQUIREMENTS

A. CONTRACTOR shall provide the following insurance coverages, which shall remain in full force and effect during the Project:

- 1. Workers' Compensation;
- 2. Comprehensive General Liability;
- 3. Comprehensive Auto Liability;

4. Asbestos Abatement (on all modernization projects and on any other projects where asbestos-containing products may be affected by construction);

5. Course of Construction/Builder's Risk.

B. All insurance companies must meet the following criteria:

1. California admitted, as confirmed by the California Department of Insurance, or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI list")

2. A minimum rating of "A-,VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

C. All CONTRACTOR'S insurance policies shall name OWNER's governing board or other governing body, OWNER's consultants, the Architect, and the Architect's consultants, their officers, agents and employees as additional insureds with regard to damages and defense of claims arising from:

1. Activities performed by or on behalf of the Named Insured;

- 2. Products and completed operations of Named Insured;
- 3. Premises owned, leased or used by the Named Insured;

4. The ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the Named Insured.

D. Should CONTRACTOR fail to provide insurance as required by the Contract Documents, OWNER may, at OWNER's option, take out and maintain at the expense

of CONTRACTOR, insurance in the name of CONTRACTOR, or subcontractor, as OWNER may deem proper. OWNER may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to CONTRACTOR under the Contract Documents.

E. Insurance coverage shall not be less than the following:

1. WORKERS' COMPENSATION

a. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

b. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

CONTRACTOR shall at all times maintain workers' compensation C. insurance for all of its employees engaged in work under the Contract Documents, on or at the site of the Project. In case any of its work is sublet, CONTRACTOR shall require the subcontractor to similarly provide workers' compensation insurance for all of the subcontractors' employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by CONTRACTOR's insurance. In case any class of employees engaged in work under the Contract Documents, on or at the site of the Project, is not protected under the workers' compensation statutes, CONTRACTOR shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. CONTRACTOR shall file with OWNER certificates of its insurance protecting workers and a 30-day notice shall be provided to OWNER before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and provide endorsements on the forms provided by OWNER or on forms approved by OWNER.

d. The certificate shall reflect coverage in at least the following amounts:

(1) State workers' compensation statutory benefits policy—limits of not less than \$1,000,000.

(2) Employer's liability policy—limits of not less than \$1,000,000.

### 2. COMMERCIAL GENERAL LIABILITY

a. CONTRACTOR shall take out and maintain such commercial general liability insurance as shall protect CONTRACTOR and OWNER from all claims for personal injury, including accidental death, to any person (including, as to OWNER, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under the Contract Documents, in amounts set forth in this article.

b. CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar general commercial liability insurance in like amounts.

c. Coverage must be written on an occurrence versus a "claims made" form with policy limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per project on bodily injury and property damage, and include coverage for the following:

- (1) Premises operations;
- (2) Contractual liability;
- (3) Products;
- (4) Completed operations;

(5) Broad form property damage including explosion, collapse, and underground coverages;

(6) Personal injury;

d. In the event of any payment under the Commercial General Liability Policy, the insurer shall be subrogated to the extent of such payment to all the insured's rights of recovery, but the insurer shall have no rights of subrogation against OWNER, OWNER's consultants, the Architect, and the Architect's consultants, their elected or appointed officials, or employees, except as respects the negligence of OWNER, the Architect, and Architect's consultants.

## 3. COMPREHENSIVE AUTO LIABILITY INSURANCE

Such insurance shall have combined single limits of not less than \$1,000,000, bodily injury, property damage, including coverage for owned, non-owned and hired autos.

## 4. ASBESTOS ABATEMENT

a. Must be occurrence coverage versus "claims made" coverage.

b. \$1,000,000 per occurrence with not less than \$2,000,000 annual aggregates limits required.

c. Certificates of insurance must specify "asbestos abatement."

## 5. COURSE OF CONSTRUCTION (COC)/BUILDER'S RISK INSURANCE

a. When required by OWNER, on new school construction project, CONTRACTOR may be required to provide builders risk coverage with limits equal to 100 percent of the insurable value of the Project, including all items of labor and materials in or adjacent to the structure insured, all materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by CONTRACTOR, the cost of which are included in the cost of the Work. Such insurance shall be maintained for the life of the Contract.

b. If required by OWNER, CONTRACTOR shall maintain a Builder's Risk Completed Value Form providing all risk coverage, naming CONTRACTOR and OWNER as insureds and subcontractors to all levels as additional insureds, as their respective interests appear.

c. A maximum deductible of \$5,000 per occurrence will be allowed on projects. CONTRACTOR shall be responsible for any deductibles under the property insurance policy.

d. The builder's risk insurance limits shall initially be for the full amount of the Project price shown in the Agreement document and shall be maintained in full force and effect at all times between the signing of the contract and final acceptance of the completed work by OWNER at an amount equaling the estimated cost to OWNER of rebuilding. F. CONTRACTOR shall be responsible for payment of any deductibles under any of the above named coverages.

# ARTICLE 59 PROOF OF INSURANCE COVERAGE

A. CONTRACTOR shall deliver in triplicate proof of carriage of required insurance. This proof shall be presented with the required Payment and Performance Bonds and return of other Contract Documents.

B. CONTRACTOR shall not commence work or allow any subcontractor to commence work under this contract until CONTRACTOR has obtained all required insurance and certificates, which shall be delivered to and approved by OWNER.

C. Certificates and insurance policies shall include the following:

1. A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to certificate holder stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 30 days after the date of mailing the notice."

2. Transcripts from the policies authenticated by the proper office of the insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies, expiration date, and cancellation and reduction notice.

3. A statement that OWNER is a named additional insured under the policy described and that the insurance policy shall be primary to any insurance or self-insurance maintained by OWNER.

E. OWNER shall be named as certificate holder and additional insured and all certificates with endorsements shall be forwarded in triplicate to OWNER.

F. In the event of modification or cancellation of the policy or policies during the periods of coverage stated in this article, 30 days' prior written notice of such cancellation shall be delivered or mailed by certified mail, return receipt requested, to OWNER.

G. Acceptance of the certificates of insurance shall not relieve or decrease CONTRACTOR's liability. Insurance coverage in the minimum amounts set forth in the Contract Documents shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude OWNER from taking such other actions

as are available to it under any other provisions of the Contract Documents or otherwise in law.

# ARTICLE 60 INDEMNIFICATION

CONTRACTOR shall hold harmless, defend, and indemnify OWNER, the Α. Architect, and Inspector of Record and the officials, officers, employees, volunteers, and agents, and each of them, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, consultants, and subcontractors arising out of or in connection with the performance of the Work or the Contract Documents, including without limitation the payment of all consequential damages and attorneys fees and other related costs and At CONTRACTOR's own cost, expense, and risk and with counsel expenses. reasonably satisfactory to OWNER, CONTRACTOR shall defend any and all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER, the Architect, Inspector of Record, and their directors. officials. officers, employees, agents, or volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against OWNER, the Architect, Inspector of Record or their directors, officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse OWNER, the Architect, Inspector of Record and their directors, officials, officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection with any suit, action, or legal proceeding, or in enforcing the indemnity provided under this Article.

CONTRACTOR shall require each subcontractor to hold harmless, defend, and Β. indemnify OWNER, the Architect, Inspector of Record and their officials, officers, employees, volunteers and agents, from any and all claims, demands, causes of action. costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of subcontractor its officials, officers, employees, agents, consultants and subcontractors arising out of or in connection with the performance of the Work or the Contract Documents, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. At subcontractor's own cost, expense and risk, subcontractor shall defend any and all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER, the Architect, Inspector of Record, and their directors, officials officers, employees, agents or volunteers. Subcontractor shall pay and satisfy any judgment, award, or decree that may be rendered against OWNER, the Architect, Inspector of Record, or their directors, officials, officers, employees, agents or volunteers, in any such suit, action, or other legal proceeding. Subcontractor shall reimburse OWNER, the Architect, Inspector of Record, and their directors, officials,

officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection with any suit, action, or legal proceeding, or in enforcing the indemnity provided under this article.

C. The obligations of this Article expressly include but are not limited to the obligations of indemnification and defense of OWNER, the Architect, Inspector of Record, and their directors, officials, officers, agents and employees arising in any manner out of any claims against them brought by other contractors, subcontractors, material suppliers, or other third parties alleging any of them owe the claimant either time, compensation, or damages due to any act, omission, or occurrence caused or contributed to in any degree by CONTRACTOR or any of its subcontractors.

# ARTICLE 61 ASSIGNMENT

CONTRACTOR shall not assign any rights, delegate any duties, transfer, convey, sublet, or otherwise dispose of the Construction Agreement or of its rights, title, or interest in or to the Construction Agreement or any part of it. If CONTRACTOR assigns, transfers, conveys, sublets, or otherwise disposes of the Construction Agreement or its right, title, or interest in it, or any part of it, any attempted or purported assignment, transfer, conveyance, sublease, or other disposition, shall be null, void, and of no legal effect whatsoever, and at OWNER's option the Construction Agreement may be terminated, revoked, and annulled, and OWNER shall then be discharged from any and all liability and obligations to CONTRACTOR, and to its purported assignee or transferee, arising out of the Construction Agreement. This expressly includes but is not limited to any attempts to create "pass through" or similar rights for subcontractors to pursue claims directly against OWNER.

# ARTICLE 62 SEPARATE CONTRACTS

A. OWNER reserves the right to let other contracts in connection with this Work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall coordinate its work with those other contractors.

B. If any part of CONTRACTOR's work depends upon work of any other contractor for proper execution of results, CONTRACTOR shall inspect and promptly report in writing to the Architect any defects in the other contractor's work that render it unsuitable for proper execution or results. CONTRACTOR's failure to inspect and report shall constitute its acceptance of any other contractor's work as fit and proper for reception of its work except as to defects which may develop in another contractor's work after execution of CONTRACTOR's work.

C. To ensure proper execution of CONTRACTOR's subsequent work, CONTRACTOR shall measure and inspect work already in place and shall report in

writing to the Architect any discrepancy between executed work and the Contract Documents.

D. CONTRACTOR shall ascertain to CONTRACTOR's satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by OWNER in connection with the Project, in order that CONTRACTOR may perform the work in light of any other contracts. Nothing contained in the Contract Documents shall be interpreted as granting to CONTRACTOR exclusive occupancy of the Project site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, OWNER shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that the contractors may proceed simultaneously. OWNER shall not be responsible for any damage suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of OWNER regarding the order in performing or coordinating the contracts.

# ARTICLE 63 OWNER'S RIGHT TO TERMINATE CONTRACT

## Termination for Cause:

A. OWNER may serve upon CONTRACTOR and its surety written notice of OWNER's intention to terminate the Construction Agreement, without prejudice to any other right or remedy, upon the occurrence of any of the following circumstances:

1. If CONTRACTOR refuses or fails to pursue the Work or any part with sufficient diligence to ensure its completion within the time specified, or any extension of time;

2. If CONTRACTOR refuses or fails to complete the Work within the time required;

3. If CONTRACTOR is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors;

4. If a receiver is appointed on account of CONTRACTOR's insolvency;

5. If CONTRACTOR persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified, except in cases for which extension of time is provided; 6. If CONTRACTOR fails to make prompt payment to subcontractors or for material or labor;

7. If CONTRACTOR persistently disregards laws, ordinances, or instructions of OWNER;

8. If CONTRACTOR or its SUBCONTRACTORS violates any of the provisions of the Contract Documents.

B. The notice of intent to terminate shall contain the reasons for termination.

C. Unless the identified condition(s) or violation(s) ceases and arrangements satisfactory to OWNER for correction are made within 10 days after service of the notice, the Construction Agreement may be terminated, in the total discretion of OWNER. In that event, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed.

D. In the event of OWNER's election to terminate, OWNER shall immediately serve written notice of termination upon CONTRACTOR and upon surety on CONTRACTOR's Performance Bond, and the surety shall then have the right to take over and perform this contract; provided however that if within seven days after service upon the surety of the notice of election to terminate, the surety does not give OWNER written notice of its intention to take over and perform the Construction Agreement, or does not commence performance within 15 days after the date of service of the notice of termination by OWNER on surety, OWNER may take over and complete the Work by contract or by any other method it deems advisable.

E. CONTRACTOR and its surety shall be liable to OWNER for any excess cost or other damages incurred by OWNER. If OWNER takes over the Work as provided above, OWNER may exclude CONTRACTOR and the surety from the premises, or any portion of the premises, and take control of the premises without liability and without affecting the liability of CONTRACTOR and the surety for completion of the Work. In addition, OWNER may take possession of and utilize in completing the Work any materials, appliances, equipment, and other property belonging to CONTRACTOR on the work site necessary for completion of the Project, without liability.

F. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including without limitation compensation for additional architectural, managerial, inspection, and administrative services, the excess shall be paid to CONTRACTOR. If the expense exceeds the unpaid balance, CONTRACTOR shall pay the difference to OWNER. Any expenses incurred by OWNER, and any damage incurred through CONTRACTOR's default, shall be certified by the Architect.

G. These provisions are in addition to and not a limitation on any other rights or remedies available to OWNER.

## Termination for Convenience:

H. OWNER has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from OWNER of such termination for OWNER's convenience, CONTRACTOR shall:

1. Cease operations as directed by OWNER in the notice;

2. Take any actions necessary, or that OWNER may direct, for the protection and preservation of the Work; and

3. Maintain any insurance provisions required by the Contract Documents.

In case of termination for OWNER's convenience, CONTRACTOR shall be entitled to receive payment from OWNER for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of termination for convenience, OWNER shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to OWNER.

## ARTICLE 64 NO WAIVER

The failure of OWNER in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents, or to exercise any option conferred in them, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

## ARTICLE 65 EXCISE TAXES

If any transaction under the Contract Documents constitutes a sale on which a federal excise tax is imposed under federal excise tax law, and the sale is exempt from the excise tax because it is a sale to a state or local government for its exclusive use, upon request OWNER will execute a certificate of exemption which will certify that (1) OWNER is a political subdivision of the State for the purpose of such exemption, and (2) the sale is for the exclusive use of OWNER. No excise tax for such materials shall be included in any bid price.

## ARTICLE 66 NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Contract Documents may result in the creation of a possessory interest. If a possessory interest is vested in a private party to the Contract Documents, the private party may be subjected to the payment of property taxes levied on such interest.

## ARTICLE 67 ASSIGNMENT OF ANTITRUST ACTIONS

A. Public Contract Code Section 7103.5(b) provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (OWNER) 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. Sect. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

B. For itself and all subcontractors, CONTRACTOR agrees to assign to OWNER all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Contract Documents. This assignment shall become effective at the time OWNER tenders final payment to CONTRACTOR, and CONTRACTOR shall require assignments from all SUBCONTRACTORS to comply with this requirement.

## ARTICLE 68 PATENTS, ROYALTIES, AND INDEMNITIES

CONTRACTOR shall hold harmless OWNER and its governing board or other governing body, officers, agents, and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work of the Contract Documents, including its use by OWNER, unless otherwise specifically provided in the Contract Documents and unless such liability arises from the sole negligence, active negligence, or willful misconduct of OWNER.

## ARTICLE 69 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, CONTRACTOR and any subcontractor connected with the performance of the

Contract Documents involving the expenditure of public funds in excess of \$10,000, including, but not limited to the cost of administration of the Contract Documents, shall be subject to examination and audit by the State of California, either at the request of OWNER or as part of any audit of OWNER, for a period of three years after final payment is made under the Contract Documents.

# ARTICLE 70 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted, and the Contract Documents shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract Documents shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of the Contract Documents and any later changes which do not materially and substantially alter the positions of the parties.

# ARTICLE 71 NOTICE AND SERVICE

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

B. If notice is given to OWNER, by personal delivery to OWNER or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to OWNER and sent by registered or certified mail with postage prepaid.

C. If notice is given to CONTRACTOR, by personal delivery to CONTRACTOR or to CONTRACTOR's superintendent at the Project Site, or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under the Contract Documents, and sent by registered or certified mail with postage prepaid.

D. If notice is given to surety or other persons, by personal delivery or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to the surety or person at the address last communicated by the surety or other person to the party giving notice, and sent by registered or certified mail with postage prepaid.

## ARTICLE 72 DISABLED VETERAN BUSINESS ENTERPRISE COMPLIANCE

A. In accordance with Education Code Section 17076.11, OWNER has a participation goal for disabled veteran business enterprises of at least three percent per

year of the overall dollar amount of funds allocated to OWNER by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district.

B. Prior to, and as a condition precedent for final payment under any contract for such project, CONTRACTOR shall provide appropriate documentation to OWNER identifying the amount paid to disabled veteran business enterprises in conjunction with the Contract Documents, so that OWNER can assess its success at meeting this goal.

PROJECT TITLE: Two (2) Relocatable Classrooms at General Shafter School

#### OWNER: General Shafter School District

#### SUPPLEMENTAL GENERAL CONDITION NO. 1

Add Article on Progress Meetings, as follows:

#### ARTICLE PROGRESS MEETINGS

CONTRACTOR shall attend all progress meetings and take clear and complete notes of the meetings and all subjects discussed at the meetings, submitting the notes within 48 hours of the end of the meeting to the Architect for review and comment. Notes shall be kept in a manner, which will permit easy tracking of the progress of each topic of discussion.

#### SUPPLEMENTAL GENERAL CONDITION NO. 2

#### CONTRACT CLOSEOUT

a. 1.04 Contract Closeout:

Not withstanding Article 53 paragraph B.2, the intent of the "As-built record drawing shall be to accurately locate the exact locations and elevations of all covered utilities, including, valves, cleanouts, etc. "As-Built" record drawings shall not necessarily reflect or depict changes to the construction drawings that are made by addendum, change order, shop drawing, or submittals unless such changes indicate work that will be covered or otherwise hidden from view.

b. 1.05 Allowance:

Not withstanding Article 53, paragraph B.4, the Contractor shall provide an allowance, which shall be itemized on the Schedule of Values, to be used to employ the services of an approved qualified draftsperson to draft, update and incorporate the "As-Built" record information to include but not necessarily limited to, all addendum, change orders, Field (Construction) Change Documents, Architect's Supplemental Instructions, and field verified locations and installation of all materials and products above and below grade, etc., into electronic data files of the originally approved plans and specifications (AutoCAD) as provided by the Architect and provide a complete set of plans in a reproducible transparent digital film and "Auto CAD Architectural Desktop 2010 on CD upon the approval of the Architect that all "As-Built" record information has been properly included. The allowance shall be a minimum of \$1,500.00. The contractor shall be responsible for the cost of all reproduction, which shall not be included as a part of the allowance. In the event the services of the approved qualified draftsperson exceeds the allowance amount the Contractor shall be responsible to pay the full and actual amount to approved qualified draftsperson without seeking compensation from the District. In the event, the cost of the services of the approved qualified draftsperson is less than the amount of the allowance the Contractor shall return the difference to the District.

#### ADD TO ARTICLE 19.D.11 OF GENERAL CONDITIONS

- a. Substitution Request:
  - 1.) Cost to Contractor or Bidder for review of Substitution Request.

a) Each review of a Substitution Request by the Architect will be billed to the submitter (Contractor or Bidder at an hourly rate of \$200.00 per hour, two hour minimum for each review, whether approved or rejected.

- i) The Architect may waive the review cost if, in his sole opinion, the submittal was complete and the time involved in the review was not substantial, and it was in the best interest of the owner.
- 2.) Content of Request:
  - a.) Complete the attached Substitution Request Form (EXHIBIT "A" at the end of this Section) and the Substitution Warranty (at the end of this Section), substantiating compliance of proposed substitution with Contract Documents.
  - b.) For products, attach to the Substitution Request Form (EXHIBIT "A"):
    - i) Product identification, including manufacturer's name and address.
    - ii) Manufacturers literature including product description, performance and test data and reference standards.
    - iii) Samples.
  - c.) For construction methods, attach to the Substitution Request Form:
    - i) Detailed description of Proposed methods.
    - ii) Drawings illustrating methods.
  - d) Attach to the Substitution Request Form an itemized comparison of proposed substitution with product or method specified.
- 3.) In making request for substitution, Contractor or Bidder attests that:
  - a.) He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - b.) He will provide the same guarantee or warranty for substitution as for product or method specified.
  - c.) He will coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects.
  - d.) He waives all claims for additional costs related to substitution which subsequently become apparent.
    - i) Submit three (3) copies of Substitution Request and Substitution Warranty (EXHIBIT "A") prior to submittals required.

- b. Acceptance of Substitutions
  - 1.) Procedures:
    - a.) The Contract is based on materials, equipment and methods described in the Contract Documents.
    - b.) Architect will consider proposals submitted in accordance with the Substitution Request.
    - c.) Substitutions will be considered when submitted no later than ten (10) working days prior to bid date.
    - d.) Architect is solely responsible for judging the acceptance of substitutions.
    - e.) Substitute materials, equipment or methods shall not be used unless such substitution has been specifically approved for this work by the Architect and DSA.
    - f.) Substitutions will not be considered if:
      - i) They are indicated or implied on product submittals without formal request submitted in accordance with Substitution Request.
      - ii) Acceptance will require substantial revision of Contract Documents.
      - iii) They are submitted no later than ten (10) working days prior to bid, unless the specified or drawing item has been verified to be discontinued or is otherwise unavailable, or the owner desires a cost savings for the product or system.
  - 2.) In the event BIDDER/CONTRACTOR furnishes any material, process, or article more expensive than that specified, the difference in cost of the material, process or article so furnished shall be borne by BIDDER/CONTRACTOR.
  - 3.) If the substitution is accepted, the BIDDER/CONTRACTOR shall be solely and directly responsible for fitting accepted substitute materials and equipment into the available space in a manner acceptable to the Architect, and for the proper operation of the substituted equipment with all other equipment with which it may be associated. The BIDDER/CONTRACTOR shall bear all costs of meeting the above requirements for presenting a proposed substitution, and if the substitution is accepted the BIDDER/CONTRACTOR must bear all costs involved.

SUPPLEMENTAL GENERAL CONDITION NO. 4 (Not Used)

## SUPPLEMENTAL GENERAL CONDITION NO. 5

GENERAL CONDITIONS ARTICLE 46.B.: Shall be amended to read as follows:

B. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. With the approved payment request form, CONTRACTOR shall submit a completed "PROGRESS PAYMENT REQUEST - SUPPLEMENTAL FORM REGARDING STATUS OF CLAIMS UPDATE, AND WAIVER AND RELEASE OF UNLISTED

CLAIMS" form, using the form attached as part of the Contract Documents (EXHIBIT "B"). Submission of a completed and fully executed form shall be a prerequisite to the CONTRACTOR's right to payment. No other form is acceptable. Contractor shall also submit Conditional and Unconditional Waiver for Progress and Final Payments received and requested using the attached forms. (Exhibits E, F, G and H). Failure to use the specified form shall constitute a waiver and release of any claim for damages, additional compensation or time.

## SUPPLEMENTAL GENERAL CONDITION NO. 6

GENERAL CONDITIONS ARTICLE 51.F.: Add the following paragraph:

F. Within 10 days of the beginning of any delay (unless OWNER grants in writing a further period of time to file notice prior to the date of final completion of the Project), CONTRACTOR shall notify OWNER in writing of the causes for the delay. Contractor shall use the form of "Notice of Claim" (EXHIBIT "C") included in the Contract Documents. No other form of notice is acceptable. Failure to use the specified form of notice shall constitute a waiver and release of any claim for damages, additional compensation or time. Failure to give the required notice in writing within the time provided shall be interpreted as a failure by CONTRACTOR to properly administer the Contract Documents, Project, and Work, and shall constitute a waiver by CONTRACTOR of all claims of any kind and nature, without limitation, arising from the delay. In addition to this notice, in any instance where CONTRACTOR claims delay was caused by OWNER, the Architect or Architect's consultants, Inspector of Record, Division of State Architect, or anyone claimed to be an agent of them, and as a precondition to any right to claim additional time, prior to making any request for time, CONTRACTOR shall have satisfied the obligation of the Contract Documents to protest the delay.

## SUPPLEMENTAL GENERAL CONDITIONS NO. \_7

GENERAL CONDITIONS, ARTICLE 27.M – CHANGED AND EXTRA WORK – shall be changed to read as follows:

M. If CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation constitutes a change, extra work, or otherwise obligates OWNER to pay damages, additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Contract Documents, CONTRACTOR shall notify OWNER in writing of such claim within five calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. Contactor shall use the form of "Notice of Claim" included in the Contract Documents. No other form of notice is acceptable. Failure to use the specified form of notice shall constitute a waiver and release any claims for damages, additional compensation or time. The notice shall state the factual basis for the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is based. CONTRACTOR'S failure to notify OWNER within the five-day period shall be deemed a waiver and relinquishment of such a claim. If the notice is given within the specified time, the procedure for its consideration shall be as stated in these General Conditions. In the event of failure to agree, the matter shall be treated as a claim following the claims procedures in the Contract Documents. (See Exhibit C for Claim form)

SUPPLEMENTAL GENERAL CONDITIONS NO. 8 (Not Used)

# EXHIBIT A

То:				
 Item:				Specified or Drawing
Project: <u>Two (2</u>	2) Relocatable Clo	ssrooms at General	Shafter School	
We hereby sub the above proc		deration the followi	ng product instead	of the specified item for
Section	Page	Paragraph	Description	
The undersigne	d requests conside	eration of the follow	ing:	
PROPOSED SU	BSTITUTION/S:			

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

- 1. The proposed substitution does not affect dimensions shown on the Drawings.
- 2. The undersigned will compensate the architect at a rate of \$200.00 an hour for changes required to the building design, including engineering design, detailing, and construction costs caused by the requested substitution. The Architect is herein defined as any of those firms or individuals listed by reference on the Drawings, including all Consultants identified herein.
- 3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
- 4. Maintenance and service parts will be locally available for the proposed substitution.
- 5. Attach all cost data with explanations if different from Specified or Drawing item. Include in that explanation a discussion on quality or proposed substitution and cost differential.
- 6. The undersigned will pay for any subsequent changes in incorporating the proposed substitution that were not apparent at the time of approval into the Work, including compensation to the Architect as described in item 2 above.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified or drawing item.

Submitted By:					
Signature	For Use by Architect/Engineer Accepted				
Firm	Accepted as noted Not Accepted				
Address	- Ву				
Date	_ Date				
Telephone ()	Remarks				
Fax # ()					

- .

. .

# EXHIBIT A (con't)

#### SUBSTITUTION WARRANTY

In addition to other requirements, the General Contractor shall warrant in writing that substituted materials shall perform as specified, and assume complete responsibility for same, including responsibility and costs required for modifications to building or other materials or equipment, and any additional coordination with work of other trades. Testing, if required, shall be paid by the General Contractor. The following is an *example* of the type of Substitution warranty, which shall be executed by the Contractor, on his own letterhead.

SUBSTITUTION WARRANTY	
We propose to provide	
(Describe items being proposed for substit	ution)
for Two (2) Relocatable Classrooms at General Shaft (List project name)	<u>er School</u> in lieu of and as
an equivalent to(Describe specified product)	<u>.</u>
As indicated on the drawings and described in Sec the Specifications.	ctionof
We agree to assume the cost of any modifications necessary to accommodate our material (s) and sy	
We hereby warrant that(Provide description	n)
is the equivalent of	)
In every respect and will perform satisfactorily und Drawings and described in the Specifications	er the conditions and use indicated on the
Signed:(Manufacturer/Supplier/Other)	Date
Signed:(Subcontractor)	Date
Signed:(Contractor)	Date

**NOTE:** Affix Corporate Seal over Signatures.

# EXHIBIT "B"

### PROGRESS PAYMENT REQUEST - SUPPLEMENTAL FORM REGARDING STATUS OF CLAIMS UPDATE, AND WAIVER AND RELEASE OF UNLISTED CLAIMS

This form must be submitted as part of every progress payment request. Each prior and new claim must be identified.

Progress payments will not be processed without submission of this form.

#### WARNING: FAILURE TO LIST PRIOR AND NEW CLAIMS IN THIS DOCUMENT WILL CONSTITUTE A WAIVER AND RELEASE OF ANY CLAIM AND ALL DAMAGE RELATED THERETO.

CONTRACTOR'S NAME:

PROJECT NAME: <u>Two (2) Relocatable Classrooms at General Shafter School</u>

DATE OF THIS REQUEST:

CLAIMS AS TO WHICH NOTICE HAS ALREADY BEEN GIVEN: [List all] [Use additional sheets as needed]

#### NEW CLAIMS, AS TO WHICH NOTICE HAS NOT PREVIOUSLY BEEN GIVEN, AND AS TO WHICH THE REQUIRED FORM OF WRITTEN NOTICE IS ATTACHED: [List all] [Use additional sheets as needed]

By executing and submitting this supplement to my request for a progress payment, I am certifying to the Owner that I have listed all claims, including claims as to which notice has already been given in compliance with the requirements of the Contract Documents, and including any new claims arising since the prior progress payment request. The foregoing information is accurate, complete and true, except as expressly noted. I am authorized on behalf of the claimant in such claims to make these representations, and to waive and release claims. Any claim not expressly and specifically identified herein is hereby waived, and the Owner, its Trustees, officers, agents and employees are hereby released from any and all claims not expressly identified herein.

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

#### CLAIMANT'S TYPED/PRINTED NAME:

#### CLAIMANT'S SIGNATURE:

# EXHIBIT "C"

## NOTICE OF CLAIM

This form must be used for giving written Notice of any claim. No other form of written Notice is permitted.

One copy, each, of this Notice must be given to both the Construction Manager and to the Owner to be considered effective Notice.

#### WARNING: FAILURE TO GIVE THIS WRITTEN NOTICE WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS CONSTITUTES A WAIVER AND RELEASE OF ANY CLAIM AND DAMAGE RELATED THERETO.

#### TO: CONSTRUCTION MANAGER OWNER

CLAIMANT'S NAME:

PROJECT NAME: Two (2) Relocatable Classrooms at General Shafter School

DATE OF THIS NOTICE:

DATE OF OCCURRENCE GIVING RISE TO THIS CLAIM:

AMOUNT OF CLAIM:\_\_\_\_\_

IS A TIME EXTENSION REQUESTED AS PART OF THIS CLAIM?

NO: \_\_\_\_YES: \_\_\_\_IF YES, AMOUNT REQUESTED: \_\_\_\_DAYS

STATE THE FACTUAL BASIS FOR THIS CLAIM: [Attach additional sheets as needed]

STATE THE NATURE OF THE DAMAGES CLAIMED: [Attach additional sheets as needed]

I am aware of the penalties for submitting a false claim to a public agency. By executing and submitting this Notice, I am certifying to the Owner that I have investigated this claim and have found the foregoing information to be accurate, complete and true, except as expressly noted.

The foregoing is true and correct, and this Notice of Claim is given under penalty of the perjury laws of the State of California.

CLAIMANT'S TYPED/PRINTED NAME \_\_\_\_\_

CLAIMANT'S SIGNATURE:

# EXHIBIT "E" UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

#### NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information				
Name of Claimant:				
Name of Customer:				
Job Location: General Shafter School, 1825 Shafter Rd., Bakersfield CA 93313				
Owner: General Shafter School District				

#### **Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by

#### Exceptions

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

#### Signature

Claimant's Signature: Claimant's Title:

Date of Signature:

# EXHIBIT "F" CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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

#### Identifying Information

Name of Claimant:

Name of Customer:

Job Location: General Shafter School, 1825 Shafter Rd., Bakersfield CA 93313 Owner: General Shafter School District

#### **Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception

below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

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

## Exceptions

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

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

# EXHIBIT "G"

# UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

### **Identifying Information**

Name of Claimant:

Name of Customer:

Job Location: General Shafter School, 1825 Shafter Rd., Bakersfield CA 93313 Owner: General Shafter School District

### **Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by

## Exceptions

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

#### Signature

Claimant's Signature: Claimant's Title: Date of Signature:

# **EXHIBIT "H"**

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information			
Name of Claimant:			
Name of Customer:			
Job Location: General Shafter School, 1825 Shafter Rd., Bakersfield CA 93313			
Owner: General Shafter School District			

#### **Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This

document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

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

## **Exceptions**

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

Signature

Claimant's Signature: Claimant's Title: Date of Signature:

# **12-PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the <u>General Shafter School District</u>, (referred to as "Owner"), has awarded to \_\_\_\_\_\_\_\_\_(referred to as the "Contractor/ Principal") a contract for the work described as follows:

## Two (2) Relocatable Classrooms at General Shafter School

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_\_as Surety, are held firmly bound unto Owner in the penal sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in www.schoolslegalservice.org PAYMENT BOND PUBLIC WORKS BID PACKET 1214

the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be

released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety

Name & address of agent or representative in California, if different than above

Telephone # of Surety, or agent or representative in California

IN WITNESS WHEREOF, we have hereto set our hands and seals on this \_\_\_\_\_day of \_\_\_\_\_<u>,</u> 20\_\_\_.

[SEAL]

Contractor/Principal\_\_\_\_\_

\_\_\_\_\_

By: Signature

Print Name Above

Print Title Above

Surety:\_\_\_\_\_

By:\_\_\_\_\_ Signature

Print Name Above

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

# 13-PERFORMANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the <u>General Shafter School District</u> (referred to as "Owner"), has awarded to \_\_\_\_\_\_(referred to as "Contractor/Principal") a contract for the work described as follows:

## Two (2) Relocatable Classrooms at General Shafter School

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_\_, as Surety, are held firmly bound unto Owner in the penal sum of \$\_\_\_\_\_\_Dollars (\$\_\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded

Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of \_\_\_\_\_year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of \_\_\_\_\_year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 PAGE 1 OF 3

Contractor/Principal by the Owner under the contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of agent or representative in California, if different than above:

Telephone number of Surety, or agent or representative in California:

IN WITNESS WHEREOF,	we	have hereto set	our	hands	and seals on	this_	day of
, 20_	·						

[SEAL]

CONTRACTOR\_\_\_\_\_

By\_\_\_\_\_ Signature

Type or Print Name Above

Type or Print Title Above

SURETY\_\_\_\_\_

By\_\_\_\_\_ Signature

Type or Print Name Above

Type of Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

## **14-WORKERS' COMPENSATION CERTIFICATE**

## PROJECT TITLE: BID #: Two (2) Relocatable Classrooms at General Shafter School

OWNER: General Shafter School District

Labor Code Section 3700 provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 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 and during the performance of the work on this Project.

Contractor:\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

[In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.]

Date:

# **15-GUARANTEE**

## PROJECT TITLE: BID #: Two (2) Relocatable Classrooms at General Shafter School

## OWNER: General Shafter School District

We guarantee that the construction work described above has been performed in accordance with, and complies with, the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be required in connection with it, that may prove to be defective in workmanship or material within a period of one year from the date of acceptance of the project by Owner and the filing of the final verified report with the Division of State Architect (DSA), ordinary wear and tear excepted.

In the event of our failure to comply with these conditions within the applicable time frame as determined by Owner pursuant to the Contact Documents, in no event later than one week after being notified in writing by Owner, we authorize Owner to proceed to have the defects repaired at our expense, for which we will pay the costs and charges upon demand.

Date:\_\_\_\_\_

Name of Contractor\_\_\_\_\_

By:\_\_\_\_\_ Signature

Print Name:\_\_\_\_\_

Title:

Representative of Contractor to be Contacted for Service:

Name:\_\_\_\_\_

Address:\_\_\_\_\_

Telephone number of Contact:

## **16-FINGERPRINTING CERTIFICATION BY CONTRACTORS**

	Shafter School Distrie	
Two (2)	Relocatable Classroo	ms at General Shafter School (Project Identification)
	am an type or print name]	
-		Owner of the company named below
		Partner of the partnership named below
[check one]		President or CEO of the corporation named below
-	-	Principal of the joint venture named below
		Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [For compliance with Education Code Section 45125.2(a)(1)] That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
- [For compliance with Education Code Section 45125.2(a)(2)] That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_\_\_. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
- [For compliance with Education Code Section 45125.2(a)(3)] That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
- For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]
- That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.
- [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

#### [name of contracting entity]

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

DATE: \_\_\_\_\_

SIGNATURE\_\_\_\_\_

## 18-ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between Owner <u>General</u> <u>Shafter School District</u>, whose address is <u>1316 Shafter Road, Bakersfield, CA 93313</u>, and Contractor\_\_\_\_\_\_, whose address is

, and Escrow Agent

\_\_\_\_\_, whose address is\_\_\_\_\_

For the consideration set forth in this Agreement, the Owner, Contractor, and Escrow Agent agree as follows:

## Two (2) Relocatable Classrooms at General Shafter School

1. Pursuant to Section 22300 of the Public Contract Code of the State of California. Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Agreement entered into between the Owner and Contractor for in the \_\_\_\_, dated amount of \_\_\_\_\$\_\_ (referred to as the "Construction Agreement"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Construction Agreement between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_\_ and shall designate the Contractor as the beneficial owner.

2 Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments under the provisions of the Construction Agreement, provided the Escrow Agent holds securities in the form and amount specified above.

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

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

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

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

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice of the default to the Escrow Agent from Owner, Escrow Agent shall immediately convert the securities to cash and distribute the cash as instructed by Owner.

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

9. Escrow Agent shall rely on the written notifications from Owner and Contractor pursuant to Sections 6 to 8, inclusive, of this Escrow Agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Owner:		On behalf of Contractor:
Title		Title
Name Above [typed or printed]		Name Above [typed or printed]
Signature		Signature
Address:		Address:
www.schoolslegalservice.org PUBLIC WORKS BID PACKET 1214	ESCROW A	AGREEMENT FOR SECURITY IN LIEU OF RETENTION PAGE 2 OF 3

On behalf of Escrow Agent:

Title

Name Above [typed or printed]

Signature

Address:

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

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

Owner

Contractor

General Shafter School District

<u>Superintendent</u> Title Above

<u>Chris Salyards</u> Name Above [typed or printed]

Signature

Title Above

Name Above [typed or printed]

Signature

Escrow Agent Title Above

Name Above [typed or printed]

Signature

www.schoolslegalservice.org PUBLIC WORKS BID PACKET 1214

# 20-DRUG-FREE WORKPLACE CERTIFICATION

## PROJECT TITLE/BID #: Two (2) Relocatable Classrooms at General Shafter School

## OWNER: General Shafter School District

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

- 1. The dangers of drug abuse in the workplace;
- 2. The person's or organization's policy of maintaining a drug-free workplace;
- 3. The availability of drug counseling, rehabilitation, and employeeassistance programs;
- 4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code

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

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name Above

Print Title Above Date:

# 22- CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

On projects including a mandatory job walk, this form must be submitted with the bid or bidder will be declared "non-responsive"

PROJECT TITLE/ BID #: Two (2) Relocatable Classrooms at General Shafter School

## OWNER: General Shafter School District

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

- 1. If a bidder attends the entire mandatory job walk but fails to complete this form;
- 2. If a bidder fails to attend the entire mandatory job walk;
- 3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. [NOTE: This may also lead to a determination that the bidder is non-responsive.]

Please check one of the following:

-OR-

- I attended the entire mandatory job walk
- I did not attend the entire mandatory job walk.

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

Executed at	, California, on, 20
	Firm Name:
	By: Print Name Above
	Signed
	Print Title:

# 23-CONTRACTOR'S QUALIFICATIONS QUESTIONNAIRE

## TO BE SUBMITTED WITH THE BID WHEN THERE HAS BEEN NO PREQUALIFICATION PROCESS

## PROJECT TITLE/BID #: Two (2) Relocatable Classrooms at General Shafter School

## **OWNER: General Shafter School District**

The prospective Bidder shall furnish all the following information accurately and completely. Failure to fully and completely comply with this requirement may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

## -WARNING

Certain information may lead to a determination of non-responsibility and rejection of the bid.

## (1) Firm name and address:

(2) Telephone:			_	
(3) Type of firm: (	(check one)	Individual 🗌	Partnership 🗌	Corp.
(4) License No.:	Class:			
Name of license h	DIR Regis	tration No.		

(5) Have you or any of your principals ever been licensed under a different name or different license number? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, give name and license number: No.

## (6) Names and titles of all principals of the firm:

(7) Number of years as contractor. Include only years in this type of construction and only the years with the current entity in its current form: \_\_\_\_\_Years

(8) Person who inspected work site for your firm:

Name:			
Title:			
Date of In	spection:		

(9) Years of experience your firm has in public school construction work:

As general contractor: \_\_\_\_\_ Years As subcontractor: \_\_\_\_\_ Years

(10) In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details:

(11) In the last five years have you or any of your principals been assessed liquidated damages for any project? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain:

(12) In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages as necessary.\_\_\_\_\_

(13) In the last five years have you or any of your principals ever failed to complete a project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

(14) In the last five years have you or any of your principals been assessed back-charges on any public works construction project? If so, explain, including the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary.\_\_\_\_\_

(15) In the last five years have you or any of your principals ever failed to complete a project within the time frame originally set for completion, plus any extension of time granted for weather delays? An extension of time for any reason other than weather delays requires an explanation. Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

(16) List names, addresses, and telephone numbers of three architects or engineers with whom you have worked on a public works project in the last five years:

Project One:	
Project Two:	
Project Three:	

(17) Conflicts of Interest: Do you now or have you in the last five years had any direct or indirect business, financial, or other connection with any official, employee, or consultant of the OWNER or architect? If yes, describe. Attach additional pages as necessary.

(18) In the last five years have you or any of your principals filed a claim for additional compensation from a public entity on a construction project? If yes, explain and include the identity of the public entity, the basis for the claim, the response by the public entity, and the final result. Attach additional pages as necessary.

(19) In the last five years have you or any of your principals ever failed to prequalify, or been deemed unqualified, on any public works construction project? If yes, explain and include the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary.

(20) In the last five years have you or any of your principals ever been declared a "non-responsible" bidder on any public works construction project? If yes, explain and include the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary.

(21) Staff/Roster Functions: List all members of your staff who will be assigned or responsible for work as a team member on this Project (except clerical) and show job titles, functions, years with firm, and projects completed for company. Include company officers, responsible managing employee (RME), project manager, and superintendent. Provide the following information for each individual (copy this page as many times as required).

Years	with	firm	:	

Has the individual had prior exposure as a team member on one of your projects?

Yes 🗌 No 🗌

List of all school projects this person has completed for you:

Provide an organizational chart reflecting your proposed project team for the Project, including all persons on your project team.

(22) **Surety**: Indicate the names of all surety companies utilized by you in the last 10 years. Attach additional pages as necessary.

Surety Name & Address

Surety Name & Address

Surety Name & Address

Period Covered

Period Covered

Period Covered

Surety Name & Address

Period Covered

(23) Attach a notarized statement from surety company(ies) proposed to be utilized on this Project, indicating your total bonding capacity and certifying that:

A. Currently available bonding capacity exceeds the value of your contract, as estimated by the OWNER, and;

B. Surety(ies) will provide bonding of the project in the event you are awarded Project.

(24) **Insurance**: Provide a notarized statement from your workers' compensation carrier specifying your current "Experience Modification Rate" for workers' compensation for the State of California. Provide a list of above-referenced ratings and corresponding companies for the last five years.

(25) Safety:

Α.	Does your	firm have	a written	Safety	Program:

Yes 🗌	No 🗌	(If yes, attach copy.)
-------	------	------------------------

B. Does your firm have personnel permanently assigned to safety?

Yes No (If yes, provide names and duties.)

(26) Give the public entity's name, telephone number, and the name of the contact person for the three largest public works projects performed for a public entity, other than a school/college/university, that you have completed in the last five years: Attach additional sheets as necessary.

(27) List of References: Provide information on the three largest projects performed for a public school, college, or university in the last five years.

## Contract 1: See Attached.

Name:

Address:

Telephone:

Contact Person:

Type of construction project:

Dates of commencement and completion of construction project:

Contract amount:

Architect:

Architect's address:

Telephone:

DSA or public agency inspector:

Address:

Telephone:

## Contract 2:

Name:

Address:

Telephone:

Contact Person:

Type of construction project:

Dates of commencement and completion of construction project:

Contract amount:

Architect:

Architect's address:

Telephone:

DSA or public agency inspector:

Address:

Telephone:

Contract 3:

Name:

Address:

Telephone:

Contact Person:

Type of construction project:

Dates of commencement and completion of construction project:

Contract amount:

Architect:

Architect's address:

Telephone:

DSA or public agency inspector:

Address:

Telephone:

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

Executed this \_\_\_\_\_day of \_\_\_\_\_, 2023, at \_\_\_\_\_ (City,County), State of \_\_\_\_\_.

Signature

Print Name Above

Print Title Above

#### SUBMITTALS

The following Supplemental Conditions apply to school projects and are in addition to the General Conditions, Section 10. Items in this Section modify the General Conditions and shall take precedence thereover. Unaltered portions of the General Conditions shall remain in effect.

#### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

- a. Submittal procedures
- b. Construction Progress Schedules
- c. Proposed Products List
- d. Shop Drawings
- e. Product Data
- f. Samples
- g. Manufacturers' Instructions
- h. Manufacturers' Certificates

#### 1.02 RELATED SECTIONS

a. Section 01 45 00 - Quality Control: Manufacturers' field services and reports.

#### 1.03 SUBMITTAL PROCEDURES

- a. Transmit each submittal with AIA Form G810 or Architect-approved form.
- b. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- c. Identify project, general contractor, construction manager, prime contractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- d. Apply general contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and contract documents.
- e. Deliver to Architect at business address. Coordinate submission of related items. Architect shall have a minimum of 15 calendar days for review of all submittals.
- f. Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.
- g. Provide space 4" x 4" for contractor and architect review stamps.

#### SUBMITTALS

- h. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- i. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- j. All submittals, except shop drawings, required shall be submitted within 15 days unless noted otherwise or as shown on drawing from date of award of contract for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.

#### 1.04 PROPOSED PRODUCTS LIST

- a. Within 15 days after date of award of contract, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- b. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.05 SHOP DRAWINGS

- a. Submit in the form of one reproducible transparency and seven opaque reproductions.
- b. After review, distribute in accordance with Paragraph 1.03 above and for Record Documents described in Section 10, Article 53 Contract Closeout.
- c. All shop drawings shall be submitted within 30 days after the award of the contract.

#### 1.06 PRODUCT DATA

- a. Submit the number of copies, which the contractor requires, plus three copies, which will be retained by the Architect.
- Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.
- c. After review, distribute in accordance with Paragraph 1.03 above and provide copies for Record Documents described in Section 10, Article 53 Contract Closeout.

#### 1.07 SAMPLES

- a. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- b. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection.
- c. Include identification on each sample, with full project information.
- d. Submit the number or samples specified in individual specification sections; one of which will be retained by Architect.
- e. Reviewed samples, which may be used in the work, are indicated in individual specification sections.
- f. Submit particleboard samples 3, 4"x6" sample boards along with test reports indicating product meets specifications per Section 12 32 00, 2.01 d., if applicable.

#### 1.08 MANUFACTURER'S INSTRUCTIONS

- a. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- b. Identify conflicts between manufacturers' instructions and contract documents.

#### 1.09 MANUFACTURER'S CERTIFICATES

- a. When specified in individual specification sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- b. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- c. Certificates may be recent or previous test results on material or product, but must be acceptable to the Architect.

END OF SECTION 03/05/2008

#### **REGULATORY REQUIREMENTS**

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

The following Supplemental Conditions apply to school projects and are in addition to the General Conditions, Section 10. Items in this Section modify the General Conditions and shall take precedence thereover. Unaltered portions of the General Conditions shall remain in effect.

#### PART 1 GOVERNING (REVIEWING AND APPROVING) AGENCY

The Governing (Reviewing and Approving) Agency for this project shall be:

#### DIVISION OF THE STATE ARCHITECT

#### PART 2 STATE LAWS AND REGULATIONS

2.01 The project shall be constructed under the complete jurisdiction of all laws of the State of California governing the construction of public buildings, to-wit:

#### 2021 I.B.C., Volumes 1 & 2 with 2022 C.B.C. Amendments

- a. Contractor shall comply with California Building Code C.B.C., Titles 19 and C.C.R. Title 24 (2019 C.B.C.), Parts 1, 2, 6, 9, 11 & 12 in addition to all other applicable regulations. Contractor shall keep a copy of the latest edition of Titles 19, and Title 24, Parts 1, 2, 6, 9 & 12 on the job site at all times, and keep it available for reference use. Nothing in these plans or specifications shall be construed to permit work not conforming to these codes. A copy of stamped plans and specifications shall be kept on the job site and made available to the Owner's Inspector. The provisions of all applicable building codes and ordinances shall be considered a minimum requirement. Where the requirements of these Contract Documents exceed those of such codes or ordinances, these Contract Documents shall govern.
- b. All laws governing the employment of labor, qualifications for employment, posting of minimum wage rates, hours of work, employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
- c. Title 19 of the California Code of Regulations entitled "Public Safety".
- d. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Code of Regulations bearing upon safe and proper use, construction, disposal, etc., of materials, machinery and building appurtenances as therein set forth.
- e. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest rules and regulations of the California State Fire Marshal; the safety orders of the Division of Industrial Safety, Department of Industrial Relations, and any State Laws or Ordinances. Nothing in these plans and specifications is to be construed to permit work not conforming to these Codes.
- f. Title 24, CBC, Part 2, 2022 C.B.C. (2021 IBC)
- g. Title 24, CBC, Part 3, 2022 C.E.C. (2023 NEC)
- h. Title 24, CBC, Part 4, 2022 C.M.C. (2021 UMC)
- i. Title 24, CBC, Part 5, 2022 C.P.C. (2022 UPC)
- j. Title 24, CBC, Part 9, 2019 C.F.C. (2022 IFC) National Standard 35.04.1.3
- k. Title 24, CBC, Part 6, 2022 C.E.C.
- I. Title 24, CBC, Part 11, 2019 C.G.C.
- m. Title 19, CCR, Public Safety, Div. 1, State Fire Marshal Regulations.
- n. Occupational Health & Safety Act. (OSHA)

### **REGULATORY REQUIREMENTS**

All of the above laws and regulations, through referral herein, are as much a part of the Contract as if they were incorporated in their entirety in this Section.

#### 2.02 ALTERATION REHABILITIATION OR RECONSTRUCTON PROJECTS

Pursuant to Section 4-317 (c) Part 1, Title 24, CCR, requires the following notes to be <u>added</u> to the specifications:

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

#### PART 3 TESTS AND INSPECTIONS

- a. Tests and Inspections shall be as specified in Section 01 45 00 00.
- b. The Architect or Registered Engineer in general responsible charge shall designate the testing of materials consistent with the needs of the project and shall issue specific instructions to the testing agency.

END OF SECTION 01/20/2020

#### QUALITY CONTROL

#### DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The work of this Section shall include the furnishing of all labor, materials and equipment required to complete all the tests and inspections of materials indicated on the drawings and as specified herein.

#### 1.02 WORK INCLUDED

- a. Earthwork: Inspection of subgrade improvement operations, compacted fill and field density tests.
- b. Concrete Work: Testing and certification of concrete ingredients, compression cylinders, reinforcing steel and placement inspections.

#### 1.03 OWNER'S INSPECTOR

- a. An inspector employed by the Owner in accordance with the requirements of State of California Code of Regulations, Title 24 will be assigned to the work. His duties are specifically defined in Part 1, Title 24, C.C.R., Sec. 4-342.
- b. The work of construction in all stages of progress shall be subject to the personal continuous observation of the inspector. He shall have free access to any or all parts of the work at any time. The General Contractor shall furnish the inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the General Contractor from any obligation to fulfill this Contract.
- c. The Architect shall have the right to reject materials and workmanship, which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the General Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the General Contractor. Should it be considered necessary or advisable by the Architect at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out the same, the General Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the General Contractor.

#### 1.04 COOPERATION

a. Laboratory: Shall cooperate with all trades whose work affects or is affected by the tests and inspections.

b. Cooperation: The General Contractor shall cooperate with and provide testing laboratory opportunity and assistance in taking samples, making field tests and making inspections.

1.05 SPECIAL PROVISIONS

- a. Governing Agency: Shall be as specified in Section 01 41 00.
- b. Laboratory: To be approved by Owner, Architect and Governing Agency. Laboratory shall be in the employ of the Owner. (Laboratory of Record may not be selected or known at time of bid or award of contract). [See Title 24, Part 1, Section 4-335(b)]
- c. Duties of Testing Laboratory: Inspect stock, mark identified stock, select and mark test specimens, perform required tests, inspections as specified, furnish required reports and certificates.
- d. Reports: To be executed immediately upon conclusion of each procedure and forwarded to:

Architect	Contractor	Owner
Subcontractor	Job Inspector	
	-	

Governing Agency

- (1)One copy of all tests reports shall be forwarded to The Division of the State Architect, the architect, the structural, and the project inspector by the testing agency within 14 days of the date of the test. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved plans and specifications. In the case of materials such as masonry, concrete or steel, test reports shall show the specified design strength. All reports of the test results shall also state definitely whether or not the material or materials tested comply with requirements. Reports of the test results of materials not found to be in compliance with the requirements shall be forwarded immediately to the Division of the Sate Architect, the architect, the structural engineer and the project inspector. [See Title 24, Part 1, Section 4-335(d)
- (2) Verification of Test Reports: Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering all of the tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests. [See Title 24, Part 1, Section 4-335(e)]
- e. Payment: The Owner shall pay for all tests. When in the opinion of the Architect or the Division of the State Architect, additional tests are required, then such tests and inspection shall be paid for by the Owner but the amount paid shall be deducted from the Contract Price. Examples of such additional tests are: Tests of material substituted for previously accepted materials, unidentified materials, retests made necessary by the failure of materials to comply with the requirements of the specifications and load tests necessary because certain portions of the structure have not fully met specification or plan requirements.

- f. Selection of Samples: All samples and specimens for testing shall be selected by the inspector or by the testing laboratory, but not by the Contractor. The Contractor shall, at his own expense, furnish, package, mark and deliver all samples to be tested, when so directed by the inspector, testing laboratory, or as required by the specifications. Delivery of samples to the testing laboratory shall be made in ample time to allow tests to be made without delaying construction. No extra time will be allowed for the completion of the work by reason of delay in testing samples. The General Contractor shall allow free access at all times to the representatives of the testing laboratory to the sources from which samples are taken.
- g. Preparation of Specimens: Taken by and at expense of fabricator under direction of testing laboratory and machined or prepared to conform to appropriate ASTM specification. Cost of machining specimens is considered part of the testing.
- h. Architect reserve the right to demand for test and special examination any materials or part thereof to insure compliance with specifications, and may reject for satisfactory replacement, any material or part judged defective as a result thereof. Applies also to materials or sources of same substituted for those previously approved. Such tests or examinations, even though not specified shall be performed as and when required. Costs paid for by Owner, but the amount paid shall be deducted from the Contract.

#### 1.06 RELATED & APPLICABLE CODES

#### TITLE 24, PART 2 (2022 CBC) VOLUME 2 TESTS AND INSPECTION REQUIREMENTS

#### FOUNDATIONS AND RETAINING WALLS CHAPTER 18A

1705 A.8
1705 A.3.2; 1910 A.1 1705 A.3.2; 1903 A.5 1705 A.3.2; 1910 A.2
1910 A.1; Table  1705 A.3, Item 5 1905 A.1.16; Table 1705 A.3, Item 6, ACI 318-14, Sec. 26.12
1705 A.3.1 105 A.3.5; 1705 A.3.6 1910 A.5; Table 1705 A.3, Items 4a&4b

#### PART 2 EXECUTION

#### 2.01 EARTHWORK (Refer to Section 31 20 00)

- a. Testing Agency: Any required foundation consultation, examination or testing shall be done by an approved Geotechnical Engineer, per T24, Section 3304.1. Costs paid by Owner.
- b. Consultation or Procedures for this part of the work shall be only as requested by the Architect and Structural Engineer at the timework on the site is commenced and may consist of the following:
  - (1) Examination of exposed subgrades resulting from the cutting operation, including field density tests if considered necessary.
  - (2) Verify completed foundation excavations.
  - (3) Continuous inspection of any required filling and backfilling, including field density tests if considered necessary.
  - (4) Imported or Native Fill Material: Approved material, perform suitability tests for compaction, qualities and optimum moisture if required.
  - (5) Provide Continuous Inspection Supervision during removal and recompaction of existing soil and placement of fill.
  - (6) Inspect and approve completed footing excavations.
  - (7) Field Density Tests: Shall be made on samples from material in place as required to verify proper compaction densities of fills and backfills.
- c. Densities and Method: Densities specified relate to ASTM Designation D-1557 Method A.

#### 2.02 CONCRETE WORK (Refer to Section 32 13 13)

- a. Inspections:
  - (1) Notification: The General Contractor shall notify the following people, giving advance notice prior to commencing the designated work:

Person Advance	Prior to	For	
Notified Notice	Commencing	Inspection	
Architect 24 hours	Form Work	Excav.	
Architect & Inspector Form & Steel	24 hours	Pouring	Conc.
Governing Agency Form & Steel	48 hours	Pouring	Conc.

- (2) No concrete shall be poured except in the presence of the Owner's Inspector and only after the forms and reinforcing steel have been approved by the Structural Engineer or his representative.
- (3) Batch Plant Inspections: When transit mixed concrete is used, continuous inspection shall be maintained at the plant by a qualified concrete technician who shall issue tickets certifying that quantities and quality of all

materials used in the concrete are in accordance with these specifications and the approved design mix. The Owner will pay the costs of this inspection. This inspection will not be required for non-structural concrete (as defined in Paragraph (4) following).

- (4) Bonded Weightmaster Certificates: Non-structural concrete such as floor slabs on grade, walks, curb & gutter, etc., shall not require continuous batch plant inspection, but instead, a bonded weightmaster shall furnish notarized affidavits certifying that quantities and quality of all materials used in the concrete are in accordance with these specifications and the approved mix design. Waiver of batch plant inspection shall comply with Title 24, 2022 C.B.C., 2022 UBC, Vol 2, Sec. 1704A.4.4.
- b. Tests: All concrete materials to be tested and reported prior to any use of same.
  - (1) Portland Cement: Shall be tested in accordance with T24, Section 1905A.1.1 and 1905A.6 and ASTM C-150. One sample shall be taken for each 100 tons of cement except that when used in bulk loading ready mix plants where separate bins for pretested cement are not available, grab samples shall be taken for each shipment of cement placed in the bin with not less than one sample being taken for each day's pour and such samples shall be subsequently tested if required by the Architect, structural engineer or the Division of the State Architect.
  - (2) Aggregate: Shall be in conformance with T24, Sec. 1704A.4.4 and 1903A.3
  - (3) Reinforcing Steel: To be tested prior to use for compliance with T24, Sections 1916A.2 and 1903A.8 and ASTM A-615 requirements, and comply with quality standards of T-24, Section 2102A.2.10.
    - (a) Samples: To be selected by representative of testing laboratory from material at the building site or place of distribution, to consist of two (2) pieces, each 18 inches (18") long of each size, furnished, cut and prepared for testing by Contractor, marked and delivered by representative of testing laboratory.
    - (b) Tests: One (1) tension and one (1) bend tests shall be made of each size of reinforcing steel including wire fabric. One (1) series of tests shall be made for each ten (10) tons or fraction thereof of each size of reinforcing steel if the bundles as delivered can be identified as to heat number and the mill analysis accompany the report. If they cannot be identified as to heat number, then one (1) series of tests shall be made from each two and one-half (2-1/2) tons or fraction thereof.
  - (4) Cylinder Tests: Shall comply with T24, 1905A.6.
    - (a) Three (3) cylinders of concrete shall be made for each fifty- (50) cubic yards of each grade of concrete or fraction thereof being placed each day. Each cylinder shall be dated, given a number, the point in the structure from which the sample was taken noted thereon and the slump noted thereon.

(b) Test cylinders shall be made at the job and stored in the testing laboratory in accordance with ASTM C-31. At the end of twentyfour (24) hours after making, the cylinders shall be stored under moist curing conditions at approximately 70 degrees F. and maintained therein until tested. The cylinders shall be tested in accordance with ASTM C-31. The cylinders shall develop the following minimum ultimate compressive strengths:

Design	7 Day	28 Day	Location
Strength	Test	Test	<u>Used</u>
3000 p.s.i.	1800 p.s.i.	3000 p.s.i.	Flatwork
3500 p.s.i.	2100 p.s.i.	3500 p.s.i.	Foundations

- (c) If the strengths of the first two cylinder tests are satisfactory, the third cylinder shall not be tested, but destroyed. The third cylinder shall be tested if the strengths of the first two cylinders are not satisfactory.
- (d) If the strength of the cylinders does not meet the minimum as mentioned above, core tests of the hardened concrete shall be made in accordance with T24, Section 1905A.6.5, and ASTM C-31. If the core tests show the concrete strength to be deficient, the concrete shall be deemed defective and removed. The General Contractor shall pay all costs of these core tests.
- c. Laboratory Designed Mixes: See Paragraph 3.01, Proportioning of Concrete Mixes, Section 32 13 13, Concrete Paving.
- d. Mix Design;
  - (1) Mix design to be stamped & signed by a California registered Engineer.
  - (2) Maximum w/c ratio shall be 0.50.

END OF SECTION 02/28/2019

## CONSTRUCTION WASTE MANAGEMENT

### DIVISION 00 AND 01 ARE A PART OF THIS SECTION.

#### PART 1 GENERAL

- 1.01 Waste Management Goals:
  - 1. This project will recycle or salvage for reuse a minimum of **50%** by weight of the non-hazardous waste generated on-site.
  - 2. This project shall reuse or recycle **100%** of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing.
  - 3. Waste reduction will be achieved through building design, and reuse and recycling efforts will be maintained throughout the construction process.
  - 4. The General Contractor shall be responsible for monitoring the documentation of all waste generated during the project. Sub-contractors and the General Contractor will be required to provide designated dumpsters/bins for particular categories of waste. All contractors hauling waste or responsible for hauling waste shall be required to provide documentation of the amount of waste removed from the site, location to which waste was hauled, and the amount of waste that was recycled. The General Contractor will coordinate locations of such bins so as to not impact access to work on the project while maintaining proximity to the work.

#### 1.02 Waste Prevention Planning:

- 1. Compliance with CCR, Title 24, Part 11 2019 Green Building Standards Code, City of Bakersfield Solid Waste Division and the Kern County Waste Management Department mandatory recycling requirements for businesses. C.O.B.S.W.D. and K.C.W.M.D. recyclables include:
  - a. newspaper
  - b. corrugated cardboard
  - c. white and colored office paper
  - d. glass bottles and jars
  - e. metal cans
- 2. Compliance with C.O.B.S.W.D., K.C.W.M.D. and Kern County Bena Road Landfill bans, i.e. no disposal of tires, appliances, yard waste, mandatory recyclables, hazardous waste, batteries, fluorescent tubes, and large metal items.
- Project Construction Documents Requirements for waste management which will be included in all work. The General Contractor will contractually require all subcontractors to comply with the CCR, Title 24, Part 11 2019 Green Building Standards Code and the C.O.B.S.W.D., K.C.W.M.D. recycling requirements. A copy of this Construction Waste Management Plan will accompany all Subcontractor Agreements and require subcontractor participation.
- 4. The Construction Waste Reduction Plan shall be implemented and executed as follows and as on the chart:
  - a. Salvageable materials will be diverted from disposal where feasible.
  - b. There will be a designated area on the construction site reserved for a row of dumpsters each specifically labeled for respective materials to be received.
  - c. Before proceeding with any removal of construction materials from the construction site, Recycling Coordinators will inspect containers for compliance with CCR, Title 24, Part 11 2019 Green Building Standards Code and C.O.B.S.W.D., K.C.W.M.D. requirements.
  - d. Wood cutting will occur in centralized locations to maximize reuse and make collection easier.
  - e. Hazardous waste will be managed by a licensed hazardous waste vendor.

- 1. The General Contractor will conduct an on-site pre-construction meeting with subcontractors. Attendance will be required for the subcontractor's key field personnel. The purpose of the meeting is to reinforce to subcontractor's key field employees the commitments made by their companies with regard to the project goals and requirements.
- 2. Waste prevention and recycling activities will be discussed at the beginning of each weekly subcontractor coordination meeting to reinforce project goals and communicate progress to date.
- 3. As each new subcontractor comes on site, the recycling coordinators will present him/her with a copy of the Waste Management Plan and provide a tour of the recycling areas.
- 4. The subcontractor will be expected to make sure all their crews comply with the Waste Management Plan.
- 5. All recycling containers will be clearly labeled. Containers shall be located in close proximity to the building(s) under construction in which recyclables/salvageable materials will be placed.
- 6. Lists of acceptable/unacceptable materials will be posted throughout the site.
- 7. All subcontractors will be informed in writing of the importance of non-contamination with other materials or trash.
- 8. Recycling coordinators shall inspect the containers on a weekly basis to insure that no contamination is occurring and precautions shall also be taken to deter any contamination by the public.
- 1.04 Motivation Plan:
  - 1. The project team will develop and publish a project mission statement that can be distributed to the subcontractors, attached to subcontracts, and posted at the jobsite.
  - 2. The General Contractor will conduct a pre-award meeting for subcontractors. Subcontractors under consideration will be required to attend the meeting to review project goals and requirements with the project team. Attendance will be a prerequisite for award of subcontracts. A sign-off will be required by subcontractors attending the meeting that the project goals are understood. This document will be an attachment to every subcontract. Copies of the attachment will be posted prominently at the jobsite.
- 1.05 Evaluation Plan:
  - 1. The General Contractor will develop, update, and post at the jobsite a graph indicating the progress to date for achieving the project's waste recycling goal of 50% by weight of the total project waste stream.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

#### 3.01 Expected Project Waste, Disposal, and Handling:

The following charts identify waste materials expected on this project, their disposal method, and handling procedures:

Material	Quantity	Disposal Method	Handling Procedure
Land clearing debris		Keep separate for reuse and or wood sale	Keep separated in designated areas on site.
Clean dimensional wood and palette wood		Keep separate for reuse by on- site construction or recycle at designated recycle location.	Keep separated in designated areas on site. Place in "Clean Wood" container.

## SECTION 01 74 19

	-	<b>-</b>	SECTION 01 74 19		
Material	Quantity	Disposal Method	Handling Procedure		
Plywood, OSB, particle boar		Reuse, landfill	Keep separated in designated areas on site. Place in "Trash" container.		
Asphalt		Grind, reuse, recycle	Store on site until reuse on project or recycle by hauling to designated location.		
Painted or treated wood		Reuse, landfill	Keep separated in designated areas on site. Place in "Trash" container.		
Concrete		Recycle			
Concrete Masonry Units		Keep separate for re-use by on- site construction or by site employees	Keep separated in designated areas on site		
Metals		Recycle	Keep separated in designated areas on site. Place in "Metals" container.		
Gypsum drywall (unpainted)		Recycle	Keep scraps separate for recycling – stack on pallets in provided on site. All scrap drywall will be taken back by contractor to drywall supplier		
Paint		Reuse or recycle	Keep separated in designated areas on site		
Insulation		Reuse, landfill			
Flooring		Reuse, landfill			
Carpet and pad		Reuse or recycle with carpet manufacturer			
Glass		Glass Bottles	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container		
Plastics		Plastic Bottles Plastic bags/scraps Reuse, Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container		
Beverage		Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container		
Cardboard		Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container		

#### SECTION 01 74 19

Material	Quantity	Disposal Method	Handling Procedure
Paper and newsprint		Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container
TOTAL			

#### 3.02 Responsible Party for Waste Disposal:

- 1. General Contractor shall monitor all waste management activities and collect all documentation of recycling and disposal.
- 2. Earthwork Contractor shall regrind existing paving and haul to location designated by Owner including documentation of amounts hauled. Reuse as required or permitted on this project.
- 3. Concrete Contractor shall provide separate bins for concrete waste, including hauling to recycling facility and documentation of all amounts.
- 4. Concrete Masonry Contractor shall provide separate bins for CMU was including hauling to recycling facility and documentation.
- 5. Metal Stud/Drywall Contractor shall provide separate bins for metal stud waste and drywall waste including hauling to recycling facility and documentation.
- 6. Demolition Contractor shall provide hauling and recycling or disposal of materials generated from demolition of existing building/s including documentation of material recycled and disposed of in landfill.
- 7. The General Contractor shall provide separate bins for metal (other than metal studs), cardboard, plastic, glass and aluminum containers and general trash and debris including documentation and hauling to recycling facility.
- 8. Name of landfill for disposal of non-recyclable waste: Contractor shall determine
  - a. Transfer Stations: Contractor shall determine
  - b. Landfills (ultimate disposal location): Contractor shall determine
- 9. Landfill tipping fee: \$\_\_\_\_ / ton Contractor shall verify
- 10. Estimate of waste for landfill disposal: Contractor shall verify
- 3.03 Recycling Calculation example:
  - 1. If all construction waste was disposed in landfill:

\_\_\_\_\_tons=\_\_\_\_\_ lbs/2000 lbs/ton , \_\_\_\_\_ tons x \$\_\_\_/ton = \$\_\_\_\_\_

- 2. With recycling: TOTAL = \$\_\_\_\_\_
- 3.04 Recycling locations:
  - 1. Asphalt
    - a. A/C Materials, 4717 Mendian Ave., Bakersfield, CA 93308 322-3424

- b. A&M Disposal & Recycling, 4233 Quinn Rd., Bakersfield, CA 93308 399-5575
- c. Asphalt & Concrete Recycling, 4801 Wible Rd., Bakersfield 396-8695
- d. Griffith Company, 3950 Shell St., Bakersfield, CA 831-7331
- e. Granite Company, 21541 Bear Mountain Blvd., Arvin, CA 93203 854-3051
- f. Valley Tree Construction, 4233 Quinn Rd., Bakersfield, CA 399-1783 or 872-5145
- 2. Building Materials
  - a. California Material Exchange (CalMax) 877-520-9703
- 3. Cardboard & Corrugated
  - a. BARC 397-3622
  - b. Golden State Metal, 2000 E Brundage Ln, 327-3559
  - c. JC Pallet Co., 5800 State Rd., 393-2229
  - d. Sierra Metals, 1620 E Brundage Ln, 327-7073
- 4. Commercial Recycling
  - a. Revive Recycling, 3624 Buck Owens Blvd., Ste 7, 322-7374
- 5. Concrete
  - a. See Asphalt above
- 6. Drywall
  - a. Hondo Inc., 20807 Stockdale Hwy, 589-1042
  - b. Quality Soil Amendments, 20807 Stockdale Hwy, 587-4457
- 7. Glass/Plastic Containers
  - a. Golden State Metals, 1620 E Brundage Ln, 327-3559
  - b. Sierra Metals, 1620 E Brundage Ln, 327-7073
  - c. Smurfit-Stone Recycling, 2710 O St, 327-3841
- 8. Pallets
  - a. JC Pallet Co., 5800 State Rd., 393-2229
  - b. Kern County Bena Road Landfill, 17 miles east of Bakersfield, off Tower Line Rd on Bena Rd, open Sunday-Saturday 8 am to 4 pm.
- 9. Paper Office/Mixed
  - a. BARC 2240 S Union Ave, 834-2272
  - b. Sierra Metals, 1620 E Brundage Ln, 327-7073

- c. Smurfit-Stone Recycling, 2710 O St, 327-3841
- 10. Scrap Metals
  - a. Golden State Metals, 1620 E Brundage Ln, 327-3559
  - b. Sierra Metals, 1620 Brundage Ln, 327-7073
  - c. Midway Recycle/Western Scrap, 7200 Downing Ave., 589-9712
  - d. Nix Scrap Metals, 1100 James Rd., 387-1216
  - e. Rick's Recycling, 2200 S. Union Ave, 832-3248

#### 11. Mixed Waste

a. Metro Recycling Corp, 58 Mt Vernon Ave., 1 mi south of 58, 661-201-3535

#### 12. Landfill

- a. General Trash
  - i. Kern County Bena Road Landfill, 17 miles east of Bakersfield, off Tower Line Rd on Bena Rd, open Sunday-Saturday 8 am to 4 pm. Also accepts for recycling: large appliances, asphalt, concrete, pallets, and green waste.

#### SECTION 01 74 19

	RECYCLING OPERATIO		
Action ***	Who	When	
$\Box$ Choose bins/collection methods			
Order bins - oversee deliver			
□ Site bins/collection sites for optimum convenie	nce		
□ Sort or process wood			
Sort or process metal			
□ Sort or process cardboard			
□ Sort or process drywall			
Sort or process <u>CSWD mandatory items</u> (ma	terial)		
□ Sort or process (material)			
□ Schedule material pickups/dropoffs			
Protect Materials from Contamination			
Document material pickups/dropoffs			
	osen, these may be the i	responsibility of either the field persor	nel. the hauler.
a full-service recycling contractor, or the sub			,
COMMUNICATION PLAN - Except	for mandatory items (*	, check other items intended to be use	d.
Action	Who	When	Completed
□ Complete Construction Waste Mgmt. Plan*			
□ Hold Orientation/Kick-off Meeting*			
Update & Progress in Weekly Job-Site Meetings*			
Encourage Just-In-Time Deliveries			
Post Targeted Materials (Signage)			
Distribute Tip Sheets for Job-Site Personnel			
Post Goals/Progress (Signage)			
MOTIVATION PLAN - Except fo	r mandatory items (*), d	heck other items intended to be used.	
Action	Who	When	Completed
□ Use formal agreements committing Subs to program	n		
Require Mis-Sorters to Re-Sort Bin			
Provide Stickers, T-Shirts, or Hats			
Public Recognition of Participating Subs			
Letters of Recognition			
Awards Luncheon			
EVALUATION PLAN - Except fo	r mandatory items (*), cl	neck other items intended to be used.	
Action	Who	When	Completed
Perform Short Form Waste Audit			
Perform Full Waste Audit			
Perform Mid-Course Assessment			

□ Perform Monthly Cost and Materials Tracking\*

\_\_\_\_\_

#### **SECTION 01 74 19A**

## CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

(Submit After Award of Contract and Prior to Start of Work)

Project Title:						
Contract or Work Or	rder No.:					
Contractor's Name:						
Street Address:						
City:			State:		Zip:	
Phone: ( )			Fax: ( )			
E-Mail Address:						
Prepared by: (Print I	Name)					
Date Submitted:						
Project Period:	From:			TO:		
	Reuse, Recycli	ng or Disposal	Processes To	Be Used		
	cycling processes or dispo ess or activity by number,					
disposed in the sections		typee of mater				
01 - Reuse of building m	aterials or salvage items o	on site (i.e. cru	shed base or re	d clay brick)		
02 - Salvaging building n	naterials or salvage items	at an off site s	alvage or re-us	e center (i.e. lightii	ng, fixtures)	
	parated materials on site	· •	•	•	•	ר)
	parated materials at an of		•	• •	,	
	ed loads of C&D matls at		ed debris recycl	ling center or trans	fer station	
	as Alternative Daily Cover		- 1 (i.e			
07 - Delivery of soils of r 08 - Disposal at a landfill	nixed inerts to an inert lan	atili for dispose	ai (inert fili).			
09 - Other (please descr						
00 - Other (picase descr						
	Types	of Material To	Be Generate	d		
Use thes	e codes to indicate the				he project	
A = Asphalt	C = Concrete	M = Metals	6	I = Mixed Inert	G = Green	Matls
D = Drywall	P/C=Paper/Cardboard			S= Soils (Non H	,	
M/C = Miscellaneous (		R = Reuse	/Salvage	W = Wood	O = Other	(describe)
	Name of Facility and Loca	,		<b>D</b> · · ·		
	de Number of Trucks Hau		• •			
Total Quantities: If scales quantify by estimated we	s are available at sites, re eight (or units).	port in tons. If r	not, quantify by	cubic yards. For s	alvage/reuse	e items,
	SECTION I - F	RE-USED/RE	CYCLED MAT	ERIALS		
Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.						
Type of Type	Facility to be		Total Truck		al Quantities	
	Used/Location		Loads	Tons	Cubic YD	Other Wt.
(ex.) M 04	ABC Metals, Los Ange	les	24	355		
<u>├</u>	<u>├                                    </u>					
			1			
		1	1			
			1			
					1	
			1			
a. Total Diversion			0	0	0	0 0

## **SECTION 01 74 19A**

## CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

Continued

(ex.) D         08         DEF Landfill, Los Angeles         2         35           Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene) during the project period (	ır.				
Type of type       Facility to be       Total Truck       Total Quantities         Material       of Activity       Used/Location       Loads       Tons       Cubic YD         (ex.) D       08       DEF Landfill, Los Angeles       2       35       Image: State S	ır.				
Material       of Activity       Used/Location       Loads       Tons       Cubic YD         (ex.) D       08       DEF Landfill, Los Angeles       2       35					
(ex.) D       08       DEF Landfill, Los Angeles       2       35         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generated during the project period					
Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Image: Section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene	Other Wt.				
SECTION III - TOTAL MATERIALS GENERATED         This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Tons       Cubic YD         a. Total Reused/Recycled       0       0       0         b. Total Disposed       0       0       0       0					
SECTION III - TOTAL MATERIALS GENERATED         This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene         Tons       Cubic YD         a. Total Reused/Recycled       0       0       0         b. Total Disposed       0       0       0       0					
SECTION III - TOTAL MATERIALS GENERATED This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene Tons Cubic YD a. Total Reused/Recycled 0 0 0 b. Total Disposed 0 0 0					
SECTION III - TOTAL MATERIALS GENERATED This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene Tons Cubic YD a. Total Reused/Recycled 0 0 0 b. Total Disposed 0 0 0					
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SECTION III - TOTAL MATERIALS GENERATED This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene Tons Cubic YD a. Total Reused/Recycled 0 0 0 b. Total Disposed 0 0 0					
SECTION III - TOTAL MATERIALS GENERATED This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene Tons Cubic YD a. Total Reused/Recycled 0 0 0 b. Total Disposed 0 0 0					
SECTION III - TOTAL MATERIALS GENERATED This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Gene Tons Cubic YD a. Total Reused/Recycled 0 0 0 b. Total Disposed 0 0 0					
This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generated during the period (Reuse/Recycle + Disposal = Generated during the period (Reuse) during the period (Reused during the period (Reuse) during the peri	(				
This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generated during the period (Reuse/Recycle + Disposal = Generated					
Total Reused/Recycled         Tons         Cubic YD           b. Total Disposed         0         0					
a. Total Reused/Recycled         0         0           b. Total Disposed         0         0	ration				
b. Total Disposed 0 0	Other Wt.				
b. Total Disposed 0 0	(				
	(				
c. Total Generated 0 0	(				
SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION					
Add totals from Section I + Section II					
Tons Cubic Yards Other Wt.					
a. Materials Re-Used and Recycled 0					
b. Materials Disposed 0					
c. Total Materials Generated (a. + b. = c.) 0 0 0					
d. Landfill Diversion Rate (Tons Only)* #DIV/0!					
* Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recy	rcled				
Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or di	snosal				
activities):	opoou				
Notes:					
1. Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.					
For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:					
Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00					
Use: Section 00 62 22 Construction Waste Diversion Plan					
2. Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)					
Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)					
Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)					
Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons) Drywall Scrap: .20					
Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons) Wood Scrap	-				

## **SECTION 01 74 19B**

## CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

(Submit With Each Progress Payment)

Project Title:							
Contract or Work	Order No.:						
Contractor's Name	э:						
Street Address:							
City:				State:		Zip:	
Phone: ()				Fax: ()		1	
E-Mail Address:							
Prepared by: (Prir	t Name)						
	it Nume)						
Date Submitted:							
Period Covered:	From:				To:		
					10.		
		Reuse, Recy	cling or Dispo	sal Processes	Used		
			5 1				
Describe the types of	recyclina proce	sses or dispos	sal activities u	sed for material	generated in the	project. Indic	ate the type
of process or activity l							
01 - Reuse of building	materials or sa	alvage items or	n site (i.e. crus	shed base or re	d clay brick)		
02 - Salvaging building	g materials or s	alvage items a	at an off site sa	alvage or re-use	e center (i.e. lightir	ng, fixtures)	
03 - Recycling source	separated mate	erials on site (i	i.e. crushing a	sphalt/concrete	e for reuse or grind	ling for mulch	ı)
04 - Recycling source							
05 - Recycling commi	-			ed debris recycl	ing center or trans	fer station	
06 - Recycling materia							
07 - Delivery of soils o			fill for disposa	ıl (inert fill).			
08 - Disposal at a land		station.					
09 - Other (please des	scribe)						
			es of Material				
			• •		generated on the I = Mixed Inert		Matia
A = Asphalt D = Drywall	C = Concre	r/Cardboard	M = Metals		S = Soils (Non H		Maus
-							(describe)
M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe) Facilities Used: Provide Name of Facility and Location (City)							
Total Truck Loads: Pro		-		uring Reporting	n Period		
Total Quantities: If sca					-	alvado/rouso	itoms
quantify by estimated				iot, quantity by	cubic yarus. I or s	alvaye/ieuse	items,
			E-USED/RE	CYCLED MAT	ERIALS		
Include all recyc					ling centers where	recycling oc	curred.
Type of Type	Facilities			Total Truck		al Quantities	
	ty Used/Loca	tion		Loads	Tons	Cubic YD	Other Wt.
(ex.) M 04	ABC Metal	s, Los Angele	es	24	355		
		1	1	1		1	1
a. Total Diversion				0	C	0 0	0

## **SECTION 01 74 19B**

## CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

Continued

			05071011	Continu		1.0		
, ·					ED MATERIA		uling an article	d
	· ·		es for landfills, tr	anster statio	ns, or inert land Total Truck	fills where no recy	<u> </u>	ed.
Type of	Type	Facilities	tion				I Quantities	
Material		Used/Loca		-	Loads	Tons	Cubic YD	Other Wt.
(ex.) D	08	DEF Land	fill, Los Angele	S	2	35		
							-	
b. Total Dis	sposal					0	0	0
		SE	ECTION III - TO	OTAL MATE	ERIALS GENE	RATED		
Thi	is section calcu					euse/Recycle + Disp	oosal = Genera	tion
					,,	Tons	Cubic YD	Other Wt.
a. Total Re	used/Recyc	cled				0		0
b. Total Dis						0		0
c. Total Ge						0		-
0. 1010100	lioratea			ļ	ļ	•	, v	
	SECT		NTRACTOR!			RATE CALCUL		
	0201				n I + Section			
			7100 101010	Tons	Cubic Yards	Other Wt.		
a. Materials Re-Used and Recycled			he	0			4	
b. Material			24	0			4	
	aterials Gen	erated (a +	$(\mathbf{b} - \mathbf{c})$	0	0	0	4	
	Diversion Ra			#DIV/0!	Ŭ		-	
		,	.,		L Nood/Doovol/	d/Tong Congrat	I od%	<u> </u>
Use tons	only to calc	ulate recyc	ling percentag	es: Tons Re	eusea/Recycle	ed/Tons Generat	$ed = \% \operatorname{Rec}$	yciea
Contractor	's Commen	ts ( <i>Provide</i>	any additional	information	pertinent to p	lanned reuse, re	cycling, or c	lisposal
activities):		X X	,		, ,	,	<b>y</b> 0/	,
-								
Notes:								
	1151A is a D	ivision 01 G	eneral Requiren	nent under C	SI MasterForm	at 1998 Edition.		
			n, this Section r					
			nd Contracting F	-				
			n Waste Diversi	-	s, Floject Follin	5 00 00 00		
Use. Sec	1011 00 62 22	Constructio	n waste Divers	ion Plan				
0.0		- Factor - F		4. T (1)	a where a l			
				-		are not available)		
-			alt = $610$ tons.					
	-		te = 930 tons. A		ken chunks of	concrete)	<b>D</b>	
			errous Metal = 2				Drywall Scra	-
Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons) Wood Scrap: .16					00 tons)		p: .16	

## MINOR DEMOLITION FOR REMODELING

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 GENERAL

## 1.01 CODES AND ORDINANCES

All work is to be conducted in complete accordance with all applicable provisions of local and State safety and health ordinances.

## 1.02 DESCRIPTION AND CONDITION OF PREMISES

- a. The area affected by this Contract is set forth in "Scope of Work" below and has been used for the designated occupancy since original construction.
- b. Plans are available for the area of work at the office of the Architect for review by the Contractor. It is the intent and purpose of this Contract that the Contractor demolish all of the work as specified herein or on the plans, regardless of material of which it is constructed.
- c. Contractor shall accept the premises in the condition as found on the first day of work under the Contract. He shall assume all risk regarding damage or loss, whether by reason of fire, theft or other casualty or happening to specified area. No such damage or loss shall relieve the Contractor from Contract obligation to complete this work.

#### 1.03 SCOPE OF WORK

- a. Scope of work shall include all labor, materials, equipment, transportation and appliances to complete the work of demolition and site restoration as hereinbelow specified and as per drawings and as reasonably required to complete the contract.
- b. Saw-cut and removal of existing concrete walks and chain-link fencing and footings and temporarily removal of chain-link gate & fencing as required to install concrete walks all other items required to complete the work in this contract.
- c. Disposal legally and off the site of all debris, rubbish and salvage.
- d. Construction and provision of proper barricades, signs and protective structures and devices.
- e. Responsibility of cleanliness and safety of work area and all other affected premises during the period of the Contract.
- f. Filling, backfilling and grading of site as specified.

## MINOR DEMOLITION FOR REMODELING

## 1.04 SURVEY OF EXISTING CONDITIONS

The bidders are required to examine the building and determine for themselves the extent of the work included in this Contract.

## 1.05 WORKING AREA

A portion of the building site shall be allotted to the Contractor for the prosecution of his work. He shall confine his operations to this area and shall provide barricades or guards as required by the City and/or County Code requirements.

## 1.06 RESPONSIBILITY AND COORDINATION

- a. Responsibility accrues to the Contractor for the condition, good order, health and safety of all premises and individuals his work may affect.
- b. It shall be the responsibility of the Contractor to notify any utility companies and the owner concerning the cutting off or restoring of service or of relocating or modifying any such service that the work of this contract may require. He shall protect and maintain in operation any utility or sewer line that is required to remain operative during the period of the contract that his work may affect.
- c. The Contractor shall coordinate and require such cooperation of the various trades as will be necessary to complete each and every part of the work, even though not specifically indicated, noted or detailed on thedrawings or specified.

#### 1.07 PERMITS AND LICENSES

The Contractor shall secure, take out and/or maintain all required permits, approvals and licenses necessary to legally complete this work and shall be responsible for insuring that each and every one of his subcontractors is properly and duly licensed and have required permits to perform any of their work requiring same.

#### 1.08 SALVAGE MATERIALS

- a. The Owner reserves the right to retain ownership of any equipment or fixtures removed from the building. All removed equipment or fixtures shall be stored neatly in an area designated by the Owner for a period of 48 hours after the Owner's representative has been notified. All items that are not claimed by the Owner within the specified time period shall be removed from the site and properly disposed of.
- b. All salvage materials removed from the building shall be placed in neat piles and stacks in the working area and removed from the site at the earliest practicable date.

c. The Contractor shall not dispose of the improvements or materials removed from the building at the site by sale, gift, or in any manner whatsoever to the general public; provided however, that these provisions shall not be construed as limiting or prohibiting the sale or disposal of such salvage to duly licensed contractors or material men. The Contractor shall assume all responsibility arising out of such operation.

## PART 2 EXECUTION

## 2.01 DEBRIS

All debris resulting from the demolition shall be removed and hauled away from the site immediately. Debris and rubbish shall not be allowed to accumulate on the site. Such material shall be sprinkled while being handled or loaded to relieve annoyance to the balance of the premises and to the neighborhood. No burning of rubbish shall be permitted at the site.

## 2.02 PROTECTION

- a. The Contractor shall enclose the area with fence barricades as per City and/or County code requirements. Barricades shall be substantially and neatly erected and braced and in areas near existing buildings where hazards may exist from falling materials, shall be constructed in a manner to intercept any materials that may fall as a result of demolition work.
- b. Barricades and fences shall have substantial gates, equipped with good locks and the working area shall be kept securely locked at all times work is in progress.
- c. The Contractor shall provide signs and post warnings in all necessary places to exclude all persons except those directly connected with the work from entering the working area or where vehicles are operating or materials are being stored. The Contractor shall be responsible for preventing unauthorized persons from entering the working area.
- d. The Contractor shall execute demolition work to insure protection of adjacent buildings, shrubs, trees and lawns from damage, which might occur from any cause and shall not interfere with use of adjacent buildings or safe passage to and from same.

## 2.05 UTILITIES

a. It shall be the responsibility of the contractor to notify any utility companies and the owner concerning the cutoff and restoration of service or of relocating or modifying any such service that the work in this contract may require. He shall protect and maintain in operation any utility or sewer line that is required to remain operative during the period of the contract that his work may affect.

- b. The Contractor shall keep a record as to location and size of all capped pipe and/or conduit during demolition on a blue line print furnished by the Architect.
- 2.06 SCAFFOLDING, LADDERS, ETC.

All temporary construction, scaffolding, ladders, runways, hoistways, etc., shall be furnished and maintained by the Contractor as required and shall comply with all laws, ordinances, rules and regulations governing the construction and use of same.

- 2.07 CLEANING
  - a. Upon completion of the work, the Contractor shall remove all protections, tools, materials, plant apparatus and rubbish or debris of any sort and leave the premises neat and orderly.
  - b. The Contractor shall also inspect any other areas or premises of public or private property that may have been damaged, made dirty or otherwise disorderly as a result of his work and restore to good order any such area or premises.

END OF SECTION 03/05/2008

## **REINFORCING STEEL**

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this section shall include the furnishing of all labor, materials and equipment required to complete the reinforcing steelwork as indicated on the drawings and as specified herein.

## 1.02 WORK INCLUDED (But not limited to the following items)

- a. Furnish, bend and install reinforcing steel for all concrete work.
- b. Accessories for all reinforcing work.
- c. Clean up work related to this Section.
- d. All reinforcing steel shall be epoxy coated

## 1.03 RELATED WORK

- a. Placing concrete is specified in Sections 32 13 13.
- **1.04 TESTS AND INSPECTIONS** 
  - a. Refer to Section 01 45 00, "Quality Control", requirements.
  - b. The Owner shall engage a testing laboratory to perform material evaluation tests.
  - c. No materials of this section shall be placed into the work until sampling, testing and certifications have been approved by the Architect.
  - d. No work of this section shall be covered or concealed until inspected by the Inspector of Record, his authorized representative **or the Owner's Inspector**.
  - e. Where samples are taken from bundles as delivered from the mill, with the bundles identified as to heat number, and provided mill analyses accompany the report, then one tensile test and one bend test will be made from a specimen of each 10 tons or fraction thereof of each size of reinforcement steel.
  - f. Where positive identification of the heat number cannot be made, or where random samples are taken, then one series of tests will be made from each 2-1/2 tons or fraction thereof of each size of reinforcement steel.

## PART 2 PRODUCTS

#### 2.01 MATERIALS

- a. Reinforcing Bars:
  - (1) #3 and smaller ASTM A615, Grade 40.

## **REINFORCING STEEL**

- (2) Larger than #3 ASTM A615, Grade 60, unless noted otherwise.
- (3) Welded Rebar: ASTM A706, Grade 60.
- (4) Spiral Rebar: ASTM A-82, cold drawn bars. Reinforcement shall comply with C.B.C. Section 1910 A.2.
- b. Welded Wire Fabric: (WWF) shall be electric welded steel wire fabric conforming to ASTM A-185.
- c. Welded Steel Deformed Wire Fabric: Shall conform to ASTM A-497.
- d. Smooth Dowels: Shall conform to ASTM A-615, Grade 60.
- e. Reinforcing Wire: Shall be cold drawn steel wire conforming to ASTM A-82.
- f. All reinforcing shall be new, clean, free from oil, dirt, loose mill scale, excessive rust, mortar, or other coatings that would destroy or reduce the bond.

## PART 3 EXECUTION

#### 3.01 CLEANING

Before use, reinforcement shall be cleaned so as to be free of mortar, oil, dirt, loose mill scale and loose rust or other coatings that would destroy or reduce the bond.

#### 3.02 BENDING

- a. Minimum bend diameters shall conform to ACI 318-19.
- b. Bars shall be bent cold.
- c. Measure bend diameters on the inside of the bar.

#### MINIMUM DIAMETER OF BENDS

Bar size	Min. Diameter
Nos. 3 through 8	6 bar diameter
Nos. 9 through 11	8 bar diameter
Nos. 14 & 18	24 bar diameter
Stirrups or ties	
Nos. 5 or smaller	4 bar diameter

## 3.03 PLACING

Reinforcing shall be accurately placed in accordance with the drawings and meeting CRSI and shall be securely tied in position with at least No. 16 gage annealed wire at all bar intersections. Metal chairs and bolsters (at 32" o.c. each way max.) shall be used to hold all steel above the form bottoms at the proper distance. Metal spacers shall be used to secure the proper spacing of the steel. Precast concrete dobies (at 48" o.c. max.) shall be used to support reinforcing steel off the ground in footings and off the soffit of concrete exposed to weather. The clear distance between parallel bars shall not be less than 1-1/2 times the bar

## **REINFORCING STEEL**

diameter, but in no case less than 1-1/2" nor less than 1-1/3 times the maximum size of coarse aggregate.

## 3.04 SPLICING

Splicing shall not be permitted without the approval of the Structural Engineer unless detailed on Structural Drawings. Splices shall be made with a lap of at least Class "C" unless noted otherwise. The bars shall be placed in contact and wired together in such a manner as to maintain a clearance of not less than the minimum clear distance to the other bars and to the surface of the concrete. In general, stagger splices at least 4'-0". Splice wire mesh with a lap of at least the dimension of one mesh + 2". Welded splices shall be in accordance with CBC Title 24, 1903 A.8.

## 3.05 TOLERANCES

Reinforcement shall be placed in specified positions meeting CRSI requirements, but not less than the following tolerances:

- a. Depth: + 1/4" for members 24" or less in depth.
- b. Depth:  $\pm 1/2$ " for members greater than 24" in depth.
- c. Length:  $\pm 1$ ".

## 3.07 WELDED REINFORCING

- a. All welding of rebar shall conform with American Welding Society specifications AWS D1.4/D1.4M:2018, latest edition as modified by CBC Standard No.19-1.
- b. If mill test reports are not available, chemical analysis shall be made of bars, representative of the bars to be welded. Bars conforming to ASTM A-706-89 may be assumed to have a C.E. = 0.55. Bars with a C.E. above 0.75 shall not be welded. Welding shall not be done on or within 2 bar diameters of any bent portion of a bar, which has been bent cold. Welding of crossing bars shall not be permitted for assembly of reinforcement, unless authorized by the Structural Engineer and approved by the Division of the State Architect.

#### 3.08 CLEAN UP

The contractor shall remove from the site all surplus material, equipment and debris which are the results of his operations.

END OF SECTION 03/05/2008

## FINISH CARPENTRY

#### DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The work of this Section shall include all labor, material, equipment and appliances required to complete all the work shown on the drawings and/or specified hereunder.

#### 1.02 WORK INCLUDED

- a. Provide barricades and temporary fencing around project, verify with District.
- b. Laying out of the work.
- c. Installation of all Modular Building door hardware.
- d. Cutting and patching as required by the work of other trades.
- e. All rough hardware, including bolts, expansion anchors bolts, nails, etc., for attachment of wood to wood or steel to concrete.
- f. Installation of Closure Panels between bldgs., bolts, washers, nuts, screws, etc.
- g. Clean the building and building site upon completion of all work.
- h. Installation of signage and fire extinguishers.
- i. Installation of all connections of wood to metal not otherwise installed under other section.

## PART 2 PRODUCTS

#### 2.01 LUMBER

- a. **Grading, Size and Pattern:** Lumber shall bear the official grade mark of the appropriate inspection agency on the wide face of each piece. Lumber shall be surfaced, milled or worked to patterns as indicated on the drawings. The Architect shall have the right to reject any lumber which in his opinion is unsuitable for the intended use, subject to the re-inspection procedure prescribed in Paragraph 700 of the "Standard Grading and Dressing Rules No. 16". Latest edition, published by the West Coast Lumber Inspection Bureau.
- b. Grades and Species: All lumber, unless otherwise specified, shall be well seasoned Douglas fir and shall comply with the requirements of "Standard Grading and Dressing Rules No. 17, latest edition, of the West Coast Lumber Inspection Bureau. Delivery to job site and installation of lumber with a moisture content of greater than 19% is not permitted. All lumber shall be "Grade Marked" KD or SD by a recognized lumber grading agency and 2x members shall be dried so that moisture content does not exceed 19 percent. All framing lumber shall be of the D.F. grades as indicated on the structural drawings.

#### 2.04 BUILDER'S ROUGH HARDWARE

- a. Nailing: Screws shall be per details on Sheet A-10.0.
- b. **Bolting:** Holes for bolts shall be bored true to line and one-sixteenth of an inch (1/16") larger in diameter than the bolt. Bolts shall be unfinished unless otherwise noted. Standard cut washers shall be installed under bolt heads and nuts that would otherwise bear on wood surfaces. Bolts and washers shall be furnished by

the Miscellaneous Iron Contractor and installed by this Contractor. Where plate washers or malleable iron washers are specified on the plans, the following sizes shall be provided. Retighten nuts/bolts prior to close-in. See structural drawings for washer sizes, unless otherwise noted.

- c. Lag Screws shall be screwed and not driven into predrilled holes. The pre-drilled holes shall be 0.75 times the diameter of the screws, unless otherwise noted on structural drawings.
- d. **Miscellaneous Fasteners:** Light-gauge fasteners, including, clips, etc., shall be manufactured by the Simpson Company or equal. Power Driven Fasteners shall be "Simpson", "Hilti" or equal and shall be used only where indicated on the plans.

2.05 EXPANSION BOLTS

a. Hilti SS Kwik Bolt TZ2 wedge anchor or Simpson SS Strong Bolt-2 wedge anchor or approved equal..

## PART 3 EXECUTION

#### 3.01 GENERAL REQUIREMENTS

- a. **Nailing:** Nails shall not be driven closer together than their required penetration; nor closer to the edge of timber than one-half (1/2) their required penetration. Where necessary, wood shall be pre-drilled to prevent splitting. All framing shall be strongly nailed, bridged, blocked and trussed to make a rigid structure. Where structural wood members have been split and/or otherwise changed to the extent as to materially impair their strength, they shall be removed and properly replaced.
- b. Work and Relations with Other Contractors: The Carpentry Contractor's responsibilities include:
  - (1) Notice to other Contractors, in ample time as not to delay the work progress, to place portions of their work as is embedded, built-in, attached to or supported by work being executed. Any cutting or patching necessitated by any subcontractor's failure or delay to comply with notice is subcontractor's responsibility.
  - (2) Major cutting or boring of rough carpentry and work affecting finish carpentry, for other contractors and trades. Other contractors will do their own minor cutting or boring for installation of pipe, conduits and ducts.
  - (3) Responsibility for proper placing of all work embedded in or related to concrete in proper time and manner. Assist and direct or place same.
  - (4) Responsibility for proper placing of all required backing for wall and ceiling plaster expansion screeds and miscellaneous trim.

#### c. Furring, Stripping, Ground and Backing:

- (1) All wood furring, stripping, blocking, bucks and grounds shall be furnished and installed by the Contractor where shown or noted on the drawings and/or these specifications.
- (2) Furring as noted sixteen inches (16") on center shall be provided for pipes, conduits and where necessary to form off-setting around structural features.
- (3) Horizontal and vertical backing for nailing all joints of wall finish materials shall be provided wherever needed through the building. Horizontal and vertical backing shall also occur, at counter heights, wainscot heights and

for securing all fixtures, cabinet work, shelving and all other items of work that require support from the wall.

- (4) Furnish and set all grounds for sheet metal and other trades. Grounds shall be of proper size and spacing for the installation of work as noted under the various headings.
- (5) All blocks, grounds, etc., which are embedded in concrete shall be dipped in creosote after being cut to size and after nails are driven which are to hold them in concrete.
- d. **Cutting of Framing:** No cutting of framing other than furring shall be done without the express approval of the Architect or I.O.R. and D.S.A..
- e. **Finish:** Exterior trim shall be straight and true. Screw with stagger where possible to prevent splitting and with sufficient screws to hold trim snug and true to line.
- f. **Cleaning Site:** All wood, form lumber, shavings, sawdust, rubbish and debris shall be cleaned from the building and building site. Upon completion of the building the grounds shall be left broom clean and in an orderly and acceptable condition.
- g. **Cleaning:** Clean glass, hardware, plumbing fixtures, light fixtures, switch plates, service outlets and grilles upon completion of the work and leave in a clean, acceptable condition.

## 3.02 SPECIAL REQUIREMENTS

- a. Laying Out Buildings: The foundation plan shall be followed in laying out the building; however, it shall be checked against the floor plan and all dimensions shall be verified.
- b. **Damage:** The Contractor shall protect this work from damage of any kind until completion and acceptance of the building.

END OF SECTION 08/07/2018

## SHEET METAL

#### DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The work of this section shall include all fabrication, labor, material, appliances and transportation required to complete the work indicated on the drawings and/or specified hereunder.

#### 1.02 WORK INCLUDED

a. All 22ga galvanized sheet metal to be installed over the foundation lumber under grade, installed up the wall 6" over wall plywood, with caulking at top

#### 1.03 SUBSTITUTIONS

See Div.00, Section 10, Article 19.

## 1.04 WORKMANSHIP

a. Only skilled workmen experienced in their respective trades and work shall be employed. All work shall be performed in a first class workmanlike manner and shall be subject to the approval of the Architect or his representative. The contractor shall report to the Architect any improper or defective surfaces and shall not commence work until defective surfaces are corrected.

## 1.05 COOPERATION

Sheet metal men, and other trades, shall cooperate to obtain a completely watertight and perfect job. In the event of a dispute as to the responsibility of any defect, which might develop, the decision of the Architect shall be final and binding on all parties. The contractor shall consult the various tradesmen whose work adjoins his work, and he shall be responsible for the proper alignment and working of all the various details. The Sheet Metal Sub-contractor shall cooperate with contractor to ensure a watertight installation of all flashing and other sheet metal work furnished under this section to ensure issuance of manufacturer and contractor guarantees and warranties.

## PART 2 PRODUCTS

#### 2.01 GALVANIZED SHEET STEEL

Galvanized sheet steel shall be as manufactured by Steel Technologies or approved equal, in quality and utility. All material shall be 22ga, Commercial Steel, Type-B., ASTM A-653, Coating Designation G140, with min. 1.20 oz/s.f., hot dipped galvanized coating per Single Spot Test as set forth in ASTM A-653.

## 2.02 SOLDER

Solder shall be lead free.

## 2.03 NAILS

Nails shall be galvanized and selected for their intended use.

## 2.04 SCREWS

Screws shall be cadmium plated oval head sheet metal screws.

## 2.05 WASHERS

Washers shall be 4# lead washer 1" diameter.

## 2.06 RIVETS

Rivets shall be soft annealed non-corrosion metal.

## 2.07 MASTIC

No. 204 Henry's Plastic Roof Cement.

## PART 3 EXECUTION

#### 3.01 PRACTICE

Procedures and methods recommended by "National Association of Sheet Metal Contractors" shall be followed insofar as they do not conflict with the requirements of the Uniform Building Code Standards and Title 24, Part 2 C.B.C. 1997 edition. Work shall be accurately formed to sizes, shapes and dimensions indicated and detailed; with all angles and lines in true alignment, straight sharp, erected plumb, level and in proper plane without bulges or waves. Pipe or flange intersections to accurately fit and solder together.

## 3.02 MEASUREMENTS

The Contractor shall take measurements at the building site and verify the dimensions indicated on the drawings.

#### 3.03 ACCURACY AND TOLERANCE

All sheet metal work shall be accurately worked to shape and sizes indicated on the drawings and/or as required by the Architect. The allowable tolerance on detailed sheet metal work shall not exceed 1/16" in ten feet (10'-0")

## 3.04 COMPLETENESS

The Contractor shall form, fabricate and erect all sheet metal work to perform satisfactorily and to be watertight and weather tight.

#### 3.05 EXPOSED EDGES

All exposed edges shall be turned back and hemmed 1/2" wide.

## 3.06 EXPANSION AND CONTRACTION

Provisions shall be made in all cases for expansion and contraction.

## **3.07 NAILS**

All nails in connection with galvanized sheet metal shall be galvanized.

## 3.08 FLASHING AND COUNTERFLASHING

22gauge galvanized iron in lengths in general of ten feet (10'-0") with no longitudinal joints. The joints in flashing and counter flashing generally shall not be soldered but shall be set in mastic so that expansion and contraction may occur without buckling. Internal and external angle returns shall be one piece extending twelve inches (12") each way from the corner.

## 3.09 MISCELLANEOUS

The contractor is referred to plans and detail drawings for all miscellaneous sheet metal work not specifically called for in these specifications, but shown and detailed, and he shall furnish and install same. The contractor shall flash vent pipes and provide and install co-related vents and ductwork in cooperation with other trades as specified in other sections of these Specifications.

END OF SECTION 03/05/2008

## CAULKINGS AND SEALANTS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 GENERAL

- 1.01 SCOPE OF WORK
  - a. The work of this Section includes caulking and sealing all joints where shown on the drawings and elsewhere as required to provide a positive barrier against passage of moisture.
  - b. Related work described elsewhere: Adhere strictly to the caulking and sealant details shown on the drawings.

#### 1.02 WORK INCLUDED (But not limited to the following):

- a. Caulking as specified hereafter except for those items specifically mentioned under another section.
- b. Caulking of all exterior cracks, and joints in, metal, flashing, to provide a watertight and weatherproof seal.
- c. Polyurethane sealants in conjunction with expansion joints.
- d. Joint filler material.
- e. Backing rod materials.
- f. Surface preparation and priming.
- g. Mixing.
- h. Application and curing.

#### 1.03 RELATED WORK

a. Flashing and Sheet Metal:

#### 1.04 REFERENCES

- a. ASTM C-920: Recommended Practices for Use of Elastomeric Joint Sealants.
- b. ASTM C-804: Recommended Practice for Use of Solvent-Release Type Sealants.
- c. ASTM D-1056: Flexible Cellular Materials Sponge or Expanded Rubber.
- d. ASTM D-1565: Flexible Cellular Materials Vinyl Chloride Polymers and Copolymers (Open Cell Foam).
- e. FS TT-S-227: Sealing Compounds, Polyurethane Base, Multi Component, Chemically Curing.
- f. FS TT-S-230: Sealing compounds synthetic rubber base, single component, chemically curing.
- 1.05 GUARANTEE

Contractor shall guarantee to maintain all caulking in a watertight condition for a period of two (2) years and remove and replace sealants, which fail due to a loss of adhesion or cohesion or incomplete cure, bubbling, etc.

1.06 SUBMITTALS

- a. Manufacturer's Data: Submit the following for review by the Architect, per Section 01301:
  - 1. A complete materials list showing all items proposed to be furnished and installed under this Section.
  - 2. Sufficient data to demonstrate that all such materials meet or exceed the specified requirements.
  - 3. Specifications, installation instructions, and general recommendations from the materials manufacturers showing procedures under which it is proposed that the materials will be installed.

## 1.07 PRODUCT HANDLING

- a. Delivery and Storage: Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any material, which has exceeded the shelf life recommended by its manufacturer.
- b. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- c. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the Architect and at no additional cost to the Owner.

## PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- a. Sika Corporation
- b. Tremco Commercial Sealants
- c. BASF Corporation
- d. Georgia Pacific Company
- e. P.P.G. Industries
- f. Approved Equals

#### 2.02 SEALANTS

a. Provide the following materials manufactured by Products Research & Chemical Corporation, or equals approved by the Architect, where indicated and where otherwise required for a complete and proper installation:

#### Material Location of Use

- Sikaflex 150 Throughout the Work, except where other sealant is specified, where Vulkem Dymonic 100 anticipated joint movement will be 50% or less; Masterseal NP 100
- Sikaflex 1a Vulkem 116 Masterseal NP 1
   Throughout the Work, except where other sealant is specified, where anticipated joint movement will be 25% or less;
- Sikaflex 2cSL Horizontal joints exposed to pedestrian and vehicular traffic, and all joints subject to immersion
   Vulkem 445 SSL Masterseal SL1/2

- Sikaflex 150 Vertical and horizontal joints subject to extreme movement; Masterseal NP100 Spectrem 800
- 5. Gyproc 90 Fire Halt Pipes and conduits penetrating fire separations; PR-812 Firewall sealant
- 6. Polyethylene backer rod where required to prevent 3-point adhesion.
  - a. For other services, provide products especially formulated for the proposed use and approved by the Architect.
  - b. Colors:
- 1. Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturer.
- 2. Should such standard color not be available from the approved manufacturer except at additional charge, provide such colors at no additional cost to the Owner.
- 3. In concealed installations, and in partially or fully exposed installations where so approved by the Architect, use standard gray or black sealant.

## 2.03 PRIMERS

Use only those primers, which have been tested for durability on the surfaces to be sealed and are specifically recommended for this installation by the manufacturer of the sealant used.

## 2.04 BACKUP MATERIALS

Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, and which are nonabsorbent and nonstaining.

#### 2.05 BOND PREVENTIVE MATERIALS

Use only one of the following as best suited for the application and as recommended by the manufacturer of the sealant used.

- a. Polyethylene tape, pressure sensitive adhesive, with the adhesive required only to hold tape to the construction materials as indicated.
- b. Aluminum foil conforming to MIL-SPEC-MIL-A-148E.
- c. Wax paper conforming to Fed. Spec. UU-P-270.

#### 2.06 MASKING TAPE

For masking around joints, provide masking tape conforming to Fed. Spec. UU-T-106c.

#### 2.07 OTHER MATERIALS

All other materials, not specifically described, but required for complete and proper caulking and installation of sealants, shall be first quality of their respective kinds, new, and as selected by the Contractor subject to the review by the Architect.

## PART 3 EXECUTION

## 3.01 INSPECTION

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

#### 3.02 QUALITY ASSURANCE

- a. Qualifications of Manufacturers: Products used in the work of this section shall be produced by manufacturers regularly engaged in manufacture of similar items with a history of successful production acceptable to the Architect.
- b. Qualifications of Installers:
  - 1. Proper caulking and proper installation of sealants require that installers be thoroughly trained and experienced in the necessary skills and thoroughly familiar with the specified requirements.
  - 2. For caulking and installation of sealants throughout the work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the drawings and the installation requirements called for in this section.

## 3.03 PRODUCT HANDLING

- a. Delivery and Storage: Deliver all materials of this section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any material, which has exceeded the shelf life recommended by its manufacturer.
- b. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- c. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the Architect and at no additional cost to the Owner.

#### 3.04 PREPARATION

- a. All surfaces in contact with sealant shall be dry, sound, and well brushed and wiped free from dust.
- b. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
- c. Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing
- d. Remove all laitance and mortar from joint cavities.
- e. Where joint filler is required, insert the approved backup material in the joint cavity to the depth required to provide required width/depth ratio.

## 3.05 INSTALLATION OF BACKUP MATERIAL

Use only joint filler material recommended by the manufacturer of the sealant and reviewed by the Architect for the particular installation, compressing the backup material

25% to 50% to secure a positive and secure fit. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock. Use semi rigid filler material with minimum shore harness of at least 80 for control joint filler, type.

## 3.06 PRIMING

Use only the primer recommended by the manufacturer of the sealant and reviewed by the Architect for the particular installation. Apply the primer in strict accordance with the manufacturer's recommendations as reviewed by the Architect.

## 3.07 BOND BREAKER INSTALLATION

Install a bond breaker where recommended by the manufacturer of the sealant and where directed by the Architect, adhering strictly to the installation recommendations as reviewed by the Architect.

## 3.08 INSTALLATION OF SEALANTS

- a. Prior to start of installation in each joint, verify the joint type and verify that the required proportion of width of joint to depth of joint has been secured.
- b. Equipment: Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.
- c. Masking: Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.
- d. Installation of Sealant: Install the sealant in strict accordance with the manufacturer's recommendations as reviewed by the Architect, thoroughly filling all joints to the recommended depth, typically flush with surface.
- e. Tooling: Tool all joints to the profile shown or as directed by Architect.
- f. Cleaning Up:
  - 1. Remove masking tape immediately after joints have been tooled.
  - 2. Clean adjacent surfaces free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.
- g. Provide temporary protection/cover for caulking/sealant as required to prevent debris from becoming fouled in material.

END OF SECTION 06/27/2012

## PAINTING

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 GENERAL

## 1.01 SCOPE OF WORK

The work of this Section shall include all labor, material, scaffolding, equipment and appliances necessary to complete the work indicated on the drawings and/or specified hereunder.

#### 1.02 WORK INCLUDED

- a. Preparation, sanding, scraping, putty work and cleaning of all woodwork and/or metal work to be painted.
- b. Painting of all exterior woodwork and trim.
- c. Painting of all exterior exposed metal work.
- d. Painting of all exterior plaster (scheduled to be painted).
- e. Backpriming of all eaves and fascias, etc.
- f. Field and touch up painting (except prime coat) of structural steel and miscellaneous iron.
- g. Washing, priming and back priming of all sheet metal work.
- Remodel Work: All New Work - Three (3) coats as specified. Existing Work - Fill holes and cracks and apply two (2) coats (final two (2) coats as specified).
- i. Finish painting of all factory primed metal equipment supplied under other sections of these specifications

## 1.03 RELATED WORK

a. Washing of windows is specified in Section 06 20 00.

#### 1.04 REGULATORY REQUIREMENTS

a. Adhesives, sealants and caulking shall comply with 2019 California Green Building Standards Code, Section 5.504.4.1 and Tables 5.504.4.1 Adhesive VOC limit, 5.504.4.2 Sealant VOC Limit, 5.504.4.3 VOC Content Limits for Architectural Coatings and SCAQMD Rule 1168 VOC Limits. Contractor shall submit literature to demonstrate compliance with these regulations prior to beginning installation.

#### PART 2 PRODUCTS

2.01 MATERIALS

- Inspection and Samples: Painters' materials are to be delivered at the site in their a. original labeled, unbroken packages and not opened until inspected and marked by the Architect or his representative. This Contractor shall furnish 12" x 12" sample plywood and masonite boards and shall experiment with colors for all surfaces on the job to the full satisfaction of the Architect or his representative. These sample boards shall not be destroyed until all painting is done and final approval is given.
- b. Names, Brands, Makes and Numbers hereafter specified are used solely for the purpose of establishing a strict first quality grade of paint. Any change from these grades may be had only upon written consent of the Architect. All paint products used on this project shall be the products of one manufacturer unless specifically set forth otherwise herein, in which case the primer and undercoats shall be the products of the same manufacturer as the final coat.
- Paint: с..
  - 1. Akzonobel Mfg of (Devoe High Performance Coatings, Glidden Professional Paints)
  - 2. Benjamin Moore and Co.
  - 3. **Dunn-Edwards**
  - 4. Sherwin-Williams
  - Or approved equal 5.
- d. Semi-Transparent Stain:
  - Akzonobel Mfg of (Devoe High Performance Coatings, Glidden 1. Professional Paints, and Flood wood care products)
  - 2. **Dunn-Edwards**
  - 3. Sherwin-Williams
  - 4. Or approved equal
- Sealer: e.
  - 1. Rainguard International Mfg of (Micro seal, Blox-Loc) emulsion/siloxane solution sealer.
  - 2. Thompson's: Sealing of masonry walls
- f. Anti-graffiti coatings: Two component aliphatic urethane polyester based mixture. 1.
  - **Dunn-Edwards** Corporation.
  - 2. Rainguard International Mfg of Vandal Guard anti graffiti Coating.
- 2.02 **SUBSTITUTIONS**

See General Conditions, Section 33, Article 19

## PART 3 EXECUTION

#### 3.01 GENERAL REQUIREMENTS

- a. Workmanship: Only skilled workmen experienced in their respective trades and work shall be employed. All work shall be performed in a first class workmanlike manner and shall be subject to the approval of the Architect or his representative.
  - (1) All finishes shall meet the basic standards of practice, which are satisfactory to the Architect. Each coat shall be of the proper consistency and the mixing, thinning, preparation of surfaces and application in strict accordance with paint manufacturers specifications and/or instructions. Each coat of paint finish shall be well brushed out or flowed on, to obtain a uniform and even finish free of brush marks, runs, sags, crawls, dust, pimples, encrusted brush bristles, holidays and any variance in finish (color, shade, sheen or matt) or other blemishes to the finished surfaces.
  - (2) It is the responsibility of the Contractor for inspection of all surfaces, prior to application of any paint. If the manufacturer's representative or the Contractor consider any surface unsuitable for proper application and/or proper performance of the paint, the manufacturer's representative and the Contractor shall immediately notify the Architect in writing. Materials shall not be applied until such unsuitable surfaces or conditions have been made satisfactory. The manufacturer's representative or the Contractor shall furnish to the Architect a letter certifying that all surfaces were inspected and approved as above specified and that all materials furnished were as specified. The contractor shall furnish to the Architect a letter certifying that all materials used were as specified.
- b. Approvals: An approval for all brands of materials not mentioned in the following list shall be obtained in writing from the Architect before incorporation into the work. Before any paint has been delivered to the site, the Contractor shall submit four (4) lists of materials, which the Contractor proposes to use to the Architect for his review and approval. No deviation from the approved list will be allowed without written permission. Approved List-Glidden Professional Paints, Benjamin Moore, Dunn-Edwards, Sherwin-Williams and Devoe High Performance Coatings and Flood Wood Care Products or approved equal. Requests for substitutions shall be submitted to Architect prior to bid and shall be accompanied by test reports from a commercial testing laboratory showing equality in weathering, hardness, washability, gloss and color retention, flow, hiding, flexibility, non-yellowing and general original appearance. These tests shall be conducted according to procedures set forth in Federal Specification TTL-P-141 of American Society of Testing Materials Specification.
- c. Storage: All materials shall be stored and mixed only in such rooms as will be designated for that purpose, by the Architect or his representative and such space shall be kept clean. Floor shall be covered with "Sisal Kraft" paper with joints lapped at least six inches (6"). All necessary precautions shall be taken to prevent fire and all oily rags shall be hung out flat and singly in open air.
- d. Manufacturer's Recommendations: The specifications and instructions of the paint manufacturer shall be carefully followed, especially regarding mixing, thinning, application and preparation of surface.

- e. Preparation of Surfaces: The Painter, before proceeding with his work must see that the carpenter has set all nails in finish, removed all bruises, stains, etc., where same show through finish. Scrape and sandpaper entire woodwork and remove finish hardware and see that the entire woodwork is in good condition before painting. THE PAINTING CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTING THE WORK OF OTHERS PRIOR TO THE APPLICATION OF ANY PAINT OR FINISHING MATERIAL. IF ANY SURFACE TO BE FINISHED CANNOT BE PUT IN PROPER CONDITION FOR FINISHING BY CUSTOMARY CLEANING, SANDING AND PUTTYING OPERATIONS, THE PAINTING CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR, ARCHITECT OR OWNER IN WRITING, OR ASSUME RESPONSIBILITY FOR RECTIFYING ANY UNSATISFACTORY FINISH RESULTING. All nail holes, cracks and defects shall be carefully puttied.
- f. Condition of Surfaces: Paint or enamel shall not be applied to wet, damp, dusty, greasy, fingermarked, rough, unfinished or defective surfaces. Application: Latex or vinyl paint shall only be applied when temperatures of surfaces to be painted and surrounding air temperatures are between 50 degrees F and 90 degrees F. Do not paint when temperature varies widely, which might result in condensation on freshly coated surfaces. Apply solvent thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F and 95 degrees F. All Plaster Walls shall have a maximum of 15% moisture content as measured on a standard moisture met. It is the painter's responsibility to verify the moisture content prior to applying paint.
- g. Sanding: All woodwork shall be sandpapered smoother after each and every coat of material, except last coat, and all surfaces shall be free from dust, dirt or other imperfections.
- h. Priming of Millwork: All millwork must be primed and back-primed on **all** sides immediately on arrival at the job.
- i. Removal and Storage of Hardware: Remove all finish hardware before starting work, carefully labeling same as to its proper location and store carefully during progress of painting work.
- j. Protection: Floors to be kept clean and protected. The dumping of paints, stains, or washes in plumbing fixtures will not be allowed. Great care shall be taken not to injure or spatter paint on adjacent work, which shall be covered and fully protected, but should any paint be spattered for found where not called for, the defective surface shall be cleaned off and the original surface restored.
- I. Rough Plumbing: All exposed plumbing and plumbing fixtures where not enameled shall be painted as specified for metal work.
- m. Inspection by Architect: After each and every coat of paint, sizing, enameling or other application, including sanding and rubbing, the work shall be inspected, passed on, approved and marked by the Architect, his representative or the job inspector before application of the following coats. Notice must be given after all coats and work done without approval of each coat will be rejected and an additional coat applied.
- n. Sample Boards: Furnish sample boards and experiment with colors for the surface on the job to the full satisfaction of the Architect. These sample boards shall not be destroyed until painting is done and until the final approval of the work.

- o. Colors: The color of every coat of paint, enamel, stain, etc., shall be as selected by the Architect. Every coat of paint shall be a slightly different shade. Current color chip samples shall be furnished to the Architect for color selections.
- p. Turpentine shall be used for thinner and drier only. Thinner shall only be used if approved by the Architect and only if recommended by the manufacturer.
- q. Rejected Materials shall be removed form the site immediately upon notification from the Architect.
- r. Cleaning: From time to time, remove all dirt, debris, waste, rubbish, etc., from the building site. All woodwork, hardware, floors or other adjacent work shall be cleaned. The painter shall protect and keep clean all portions of the work that are not to be painted, stained or varnished and upon completion shall have a neat, clean and workmanlike job. Cleaning includes the removal of all paint spots on glass and brush drags where cut in on sash.
- s. Spraying will be permitted on certain types of work when approved and directed by the Architect subject to the following stipulations: "Spraying regulations covering work to be done on this project shall be permitted in areas and on surfaces as covered by the "Standard Agreement" recommended by the California State Contractors Association and agreed to by the International Brotherhood of Painters, Paper Hangers and Decorators of America. Copies of this Agreement are available to all contractors in all major cities of California. Any deviations or exceptions shall be referred to the Joint Committee and their ruling shall be final."
- t. Back Priming: All plaster and wood surfaces that will not be exposed to view shall be painted the same as the first coat of finish specified, except gypsum board.
- u. Exterior Painting: Painter shall allow for three (3) color selections, plus the school colors for exterior painting and trim colors.

#### 3.02 SPECIAL REQUIREMENTS

- a. All products listed are those of Glidden Professional Paints and are specified solely for the purpose of establishing a quality standard.
- b. EXTERIOR WORK:
  - (1) On Metal Work: (Metal trim Hollow Metal Doors and Frames)

1st coat:	Devoe Devflex 4020 Primer
2nd coat:	Devoe Devflex 4216 Semi Gloss Finish
3rd coat:	Devoe Devflex 4216 semi Gloss

(2) On Metal Work: (Bonderized or Base Metal and Shop Primed) (Total of 3 coats)

1st coat:	Devoe Devflex 4020 Primer
2nd coat:	Glidden Professional Fortis 350 2406-xxx Enamel
	(Tinted toward final color)
3rd coat:	Glidden Professional Fortis 350 2406-xxx semi gloss enamel*

- (3) On Metal Work: (Galvanized) (Total of 4 coats)
  - 1st coat: Chemical Etch Devoe Devprep 88

2nd coat:	Devoe Devflex 4020 Metal Primer 100% Acrylic
	Multi-Purpose Primer
3rd coat:	Glidden Professional Fortis 350 2406-xxx Exterior
	100% Acrylic Semi-Gloss Paint (Tinted toward final
	color)
4th coat:	Same as 3 <sup>rd</sup> coat

(4) On Wood Work: (Total of 3 coats)

1st coat:	Glidden Professional 6001-1200 Hydrosealer
	Exterior 100% Acrylic Wood Primer
2nd coat:	Glidden Professional Fortis 650 2406-xxx SEMI-
	GLOSS Enamel (Tinted toward final color)
3rd coat:	Same as 2 <sup>nd</sup> coat*

(5) Back Priming: (Total of 1 coat)

1st coat:	Glidden	Professional	6001-1200	Hydro	seal
	Exterior 1	00% Acrylic V	√ood Primer		

(6) Field Painting - Misc. Steel & Iron: (Total of 3 coats)

 (7) 1st coat: Devoe Devguard 4141-7100 Rust Preventative Metal Primer (when "Shop Primed" omit first coat and only touch up primer) 2nd coat: Glidden Professional Diamond 350 1406-xxx Exterior 100% Acrylic Semi-Gloss Enamel 3rd coat: Same as 2<sup>nd</sup> coat

(8) Stained Finish on Unselected Birch Veneer Doors and Woodwork:

Varnish Finish: (Total a	of 3 coats)
1st coat:	1700 - Stain
2nd coat:	1808 semi gloss Finish
3rd coat:	Same as 2 <sup>nd</sup> coat

(9) Concrete Block: (Clear Sealer) Applied by airless spray gun.

1st coat: RAIN GUARD Microseal SEALER 60 sq. ft. Per Gallon on standard CMU block Ten Year Labor and Material warranty

(10) Mechanical Equipment (Duct Work and Miscellaneous Equipment)

1st coat:	Devoe Devflex 4020 100% Acrylic Multi-Purpose
	Primer
2nd coat:	Glidden Professional Fortis 2406-xxx Exterior
	100% Acrylic Semi- Gloss Paint
3rd coat:	Same as 2 <sup>nd</sup> coat

(11) Play court and Traffic Marking: (Total of 1 coat)

1st coat: Pervo Traffic Marking Paint - 4" wide lines or per details. Use color equal to Federal Specification 595 B No. 15090 for all accessibility markings. Color as indicated on drawings. **DO NOT APPLY** 

6

# UNLESS ASPHALT IS PROPERLY CURED AND COMPLETELY CLEAN.

(12) Exterior Cement Plaster (over color coat or Existing paint)

1 <sup>st</sup> coat	Glidden Professional Fortis 650 2200-xxx Flat
2 <sup>nd</sup> coat	Primer Glidden Professional Fortis 350 2200-xxx Exterior 100% Acrylic Flat Finish

(13) Anti-graffiti Coating – Apply to monument signs, masonry walls at areas of Administration and in Gym up to 10'-0". Masonry fencing on street exposure side and all other locations indicated on plans.

1<sup>st</sup> Coat: Rainguard Microseal sealer
 2<sup>nd</sup> Coat: Rainguard Vandal Guard Five permanent anti graffiti.
 3<sup>rd</sup> Coat: Rainguard Vandal Guard finish coat graffiti barrier.

- c. Painting of Mechanical and Electrical Equipment: All mechanical and electrical equipment, piping and machinery (not factory finished) of any kind where exposed to view shall be painted as specified and shall be included as a part of this work. Inside of ducts, where exposed to view through register and grilles, shall be painted two (2) coats of black paint of type specified for metal work. All structural framing supporting equipment shall be painted same as for equipment where exposed to view. All ducts, plenums, ventilators, fan housings, ventilating equipment, etc., shall be painted as specified for metal work. All piping equipment and machinery (not factory finished) in heater rooms and/or mechanical rooms, shall be painted the same color but a different shade, as the walls or ceilings adjacent. Piping and equipment covered up in attic space, furred ceilings and furred pipe spaces will not require paint finishes.
- d. Miscellaneous Painting:
  - (1) Tops, bottoms, sides, edges and ends of all doors shall receive the same number of coats as specified for woodwork. All portions that cannot be painted shall be oiled.
  - (2) All millwork shall be primed and back primed immediately upon arrival at the job. All case backs shall be primed before installation in the final location.
  - (3) Underside and piping under all plumbing fixtures and enameled iron exposed to view shall be painted same as for adjacent wall surfaces.
  - (4) All metal brackets, except chrome or nickel plated items, shall be painted as specified for metal work.
  - (5) All light fixtures, switch plates, receptacle plates and other similar prime coated items shall be painted as specified for interior metal work.
  - (6) Electrical cabinet frames and doors, fire extinguisher cabinets and frames, interior and exterior, shall be painted as specified for interior and exterior metal trim.

- f. Cleaning and Touch Up:
  - (1) Carefully remove all spattering and traces of paint materials from the work of others; from glass, plumbing fixtures and trim, hardware, tile surfaces, floor covering, etc., and make good all damages thereto that may be caused by such materials or cleaning. Likewise, make a detailed inspection of all painting work and touch up or refinish satisfactorily all abraded, stained or otherwise disfigured portions thereof, as required to produce a first-class job.
  - (2) Upon completion of the work herein before specified, remove all unused materials and implements of service, rubbish and debris resulting from the paint work and leave the entire building and premises, insofar as the work of this section is concerned, neat, clean and as approved by the Architect.
- g. Guarantee: All work executed under this Section of the Specifications will be free from defects of materials and workmanship for a period of one (1) year from date of final acceptance of this work.
- h. Extra Stock Upon completion of the work of this Section, deliver to the Owner additional stock equaling 1 percent, but not less than a full unopened container of each color, type and gloss of paint used.

END OF SECTION 02/05/2020

## ALUMINUM IDENTIFICATION SIGNS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this Section shall include all labor, materials, appliances, equipment, and transportation in connection with furnishing and installing all Precision Tooled Aluminum signs, complete, as shown on the drawings and specified herein.

## 1.02 RELATED WORK

a. Installation of signs is specified under Section, 06 20 00.

## PART 2 PRODUCTS

- 2.01 APPROVED MANUFACTURERS
  - a. Vital Signs (661) 325-1987
  - b. Dixie Graphics (661) 832-7000
  - c. Advanced Corporation (800) 328-9451
  - d. Gemini 800 (800) 538-8377
  - e. A.R.K. Ramos (800) 725-7266
  - f. Graphicline Sign Company (909) 884-6276
  - g. Or approved equal

## 2.02 PRODUCT REQUIREMENTS

- a. All signs shall be designed, for flush mounting, in standard manufacturers' colors as selected by the Architect. Type style shall be Helvetica Medium.
- b. Raised And Braille Characters And Pictorial Symbol Signage: Letters and numerals shall be raised 1/32 in., uppercase, Sans Serif or simple Serif type and shall be accompanied with Grade 2 Braille. Raised characters shall be at least 5/8 in. high but no higher than 2 in. Pictograms shall be accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram shall be 6-in. minimum in height.
- c. Contrast between character, symbols and their background must be 70% minimum and have a non-glare finish. 1117B.5.2.
- d. Characters on signs shall be per CBC, 1117B.5.3 and 1117B5.4, 2010 Supplements.

Visual characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I". Stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 20 percent maximum of the height of the character.

Characters on signs required to be accessible by CBC Section 1117B.5.1, Items 2 and 3 shall be sized according to the following table. The minimum height is measured using uppercase letter "I". Lowercase characters are permitted. Viewing distance shall be measured as the horizontal distance between the character and an obstruction preventing further approach towards the sign.

HEIGHT	TO	FINISH	HORIZONTAL	VIEWING	MINIMUM
FLOOR		OR	DISTANCE		CHARACTER

GROUND FROM		HEIGHT
BASELINE OF		
CHARACTER		
40" to <u>&lt;</u> 70 "	< 72"	5/8"
	72" and greater	5/8" plus 1/8"/ft
		of viewing distance
		above 72"
>70"	< 180"	2"
	180" and greater	2" plus 1/8"/ft of
	_	viewing distance
		above 180"
>120"	<21'	3"
	21' and greater	3" plus 1/8"/ft of
	-	viewing distance
		above 21'

e. California Grade 2 Braille shall be used wherever Braille is required in other portions of these standards. Dots shall be 1/10 inch (2.54mm) on centers in each cell with 2/10-inch (5.08mm) space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch (0.635mm) above the background. 1117B5.6. Recommend Rounded or domed California Braille dots, each distinct and separate. Dots with straight sides and flat tops are not readable for many Braille users.

## 2.03 SIGNS

- a. Metal Room Identification and Directional Signs: Interior and Exterior
  - (1) Precision Tooled Aluminum room identification signs with raised copy and braille, painted background, black acrylic backplate & satin aluminum frame.
  - (2) Copy and Braille shall be raised a minimum of 1/32". Copy of the 5/8" high Helvetica medium uppercase unfinished satin aluminum accompanied with grade 2 braille. Letters shall be an integral part of the plaque.
  - (3) Size: 8"wide x 4" high or as required to accommodate copy.

## b. Metal Accessible Restroom Signage

- (1) Precision Tooled Aluminum room identification signs with raised copy, border. Raised border shall be 1/4" wide.
- (2) Raised graphics and border shall be satin aluminum and be raised a minimum of 1/32". Center graphics on plaque.
- (3) Size: 12" circle for Women's, 12", equilateral triangle for Men's. and equilateral triangle over a 12:" circle for Restrooms.
- c. Metal Accessible Door Jamb Signs:
  - (1) Precision Tooled Aluminum room identification signs with raised copy, band braille, painted background, black acrylic backplate & satin aluminum frame.
  - (2) Raised copy and braille shall be raised a minimum of 1/32". Copy to be 1" high Helvetica medium uppercase satin aluminum accompanied with grade 2 braille.
  - (3) Size: Sign shall be 6" wide x 8" high. Plaque shall be a maximum of 1/16" less than the inside-to-inside dimension of frame for a total reveal that equals 1/32" on all sides inside frame.
- d. No backer plates, plaque to fit as flush to building as possible.

e. Sign Mounting: Mechanically fasten the frame & sign to wall with a minimum of four pan head "torx" tamper-resistant fasteners, see detail 24/A-10.0.

## PART 3 EXECUTION

- 3.01 INSTALLATION
  - a. Identification devices herein specified shall be installed under the Carpentry Section, in accordance with the drawings and as directed by the Architect. Mounting height shall be 60" maximum to centerline of signage. Signs with Braille and raised characters shall be located 48 inches minimum above finished floor or ground surface, measured from the baseline of the lowest line of Braille and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest line of raised characters. Mounting location shall be determined so that a person may approach within 2 inches of signage without encountering protruding objects or standing within the door swing. Per CBC Section 117B.5.7
  - b. Mount all signs without frames on wall/door surfaces by applying a contact adhesive, as manufactured by Weldwood, or an approved equal, to both the sign back and mounting surface, in accordance with adhesive manufacturer's recommendations.
- 3.02 SCHEDULE See also Section 09 91 00. (Site signage to be ADA Sign Depot or equal) Provide additional raised lettered and Braille signs adjacent to all doors in accordance with the requirements of the American Disability Act (ADA). All doors to have raised lettered and Braille signs adjacent to all doors to conform with CBC 1003.3, 1117B.5..
  - a. Classrooms (2) Exit, Ramp Down Signs
    - (2) Room signs (Exterior)
    - (2) Assistive Listening sign

END OF SECTION 06/14/2023

## FIRE SPRINKLER SYSTEM

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Division.

## 1.2 GENERAL MECHANICAL PROVISIONS

A. The preceding General Mechanical Provisions shall form a part of this Division with the same force and effect as though repeated here.

## 1.3 SCOPE

- A. General: Provide all labor, materials and services necessary for complete, lawful and operating systems as shown or noted on the drawings or as specified here. To comply with SB 575, the fire sprinkler system shall include all above ceiling spaces and other spaces which under SB 575 would otherwise require the installation of automatic heat detectors. Fire sprinklers shall be provided in lieu of automatic heat detectors. Exceptions in NFPA 13 allowing above-ceiling spaces to not be sprinklered shall not apply. Where demolition occurs, remove all equipment, piping, braces, supports and related items no longer required.
- B. Pre-Bid Instructions: The Fire Sprinkler System is a "Complete Plan Submittal" per DSA Automatic Fire Sprinkler System (AFSS) guidelines. The contractor shall install the system as indicated on plans and as specified herein. Any substitution of the fire sprinkler system equipment and materials or a revision to the system layout would require an approval by DSA, such request shall be made prior to Project Bid Date. The contractor shall be responsible for submitting the substitution per the DSA guidelines and shall pay all additional costs required to accommodate review of the substituted/revised Fire Sprinkler System by DSA, whether or not such approval is given. The Contractor's submittal shall include all components required per the DSA AFSS Submittal Guidelines, including but not limited to, manufacturer's catalog cut sheets, hydraulic calculations, installation plans/drawings, and fire-hydrant flow test reports.
  - 1. Design/Calculations: The sprinkler system shall be designed and sized (by hydraulic calculations for mains) in accordance with NFPA No. 13 and fire authority requirements.
  - 2. Preparation of Shop Drawings and Material Data Sheets: Before starting work, Contractor shall prepare complete shop drawings showing locations and sizes of all sprinkler heads, piping, valves, etc. for Engineer's review. Shop

drawings shall also include material data sheets giving manufacturer's name and catalog numbers, equipment descriptions giving dimensions, capacities, performance curves, and complete layouts. Exposed piping shall be specifically noted on shop drawings.

- C. Existing Conditions:
  - 1. Prior to Project Bid Date, the Contractor shall carefully examine the site and existing conditions, compare them with Drawings and Specifications, and shall have satisfied themselves as to the existing conditions to be encountered during the performance of the work. No subsequent allowance shall be made on Contractor's behalf for any additional expense, other than concealed or unforeseen, it may incur due to failure or neglect of Contractor to examine site and to include existing conditions in bid.
  - 2. Any work done as an addition, expansion, or revision of an existing system shall be compatible with that system.
  - 3. The Contractor shall examine all record drawings made available by the Owner to locate existing underground systems, utilities, and pipes prior to installing the fire sprinkler system. The Contractor shall also examine the site for possible locations of existing sprinkler pipes. Any damage done to the existing systems during the course of the fire sprinkler work, whose locations could be reasonably determined, shall be repaired to the satisfaction of the Owner and the utility or agency involved, at the expense of the Contractor.

## PART 2 - PRODUCTS

## 2.1 STANDARDS

A. All materials shall be in accordance with NFPA No.13 "Standard for the Installation of Sprinkler Systems". Underground mains shall be in accordance with NFPA No. 24 "Standard for the Installation of Private Fire Service Mains and Their Appurtenances".

## 2.2 PIPING MATERIALS

- A. General: The pressure rating of all piping, valves, flanges and other piping accessories shall be in accordance with code and fire authority requirements. Pressure ratings shall exceed the highest possible working pressure.
- B. Piping:
  - Underground, Within Five Feet of Building Walls: Polyvinyl chloride, Class 150, DR 18, AWWA C900, with rubber ring joints, ASTM D1869. Cast or ductile iron fittings, AWWA C110 or C153, Class 150, with rubber ring joints, ASTM D1869.
  - 2. Above Grade:

- a. <u>2" and Smaller</u>: Threaded black steel pipe, ASTM A53, A135 or A795, minimum wall thickness per NFPA 13. 175 psi WOG (min.) black cast iron threaded fittings, UL listed.
- b. <u>2-1/2" and Larger</u>: Welded black steel pipe, ASTM A53, minimum wall thickness per NFPA 13. Standard weight carbon steel welding fittings, ANSI B16.9. Roll grooved pipe couplings may be used for assembling welded sections.
- C. Gate Valve:
  - 1. <u>2" and Smaller</u>: All bronze, rising stem. UL listed.
  - 2. <u>2-1/2" and Larger</u>: Iron body, bronze mounted, outside screw and yoke. UL listed. (UL listed butterfly valves may be substituted for 4" and larger gate valves above grade.)
- D. Check Valve:
  - 1. <u>2" and Smaller</u>: All bronze swing check. UL listed.
  - 2. <u>2-1/2" and Larger</u>: Iron body, bronze mounted swing check. UL listed.

## 2.3 SPRINKLER HEAD

A. Automatic sprinkler head, semi-recessed Viking 3021 SSP ) in areas with finished ceilings, Viking 3001 SSU in attic and areas without ceilings. UL listed. Temperature ratings shall be in accordance with NFPA No. 13. Provide extra heads (of each type installed) in accordance with code requirements. Heads installed with deflector lower than 7'-6" above floor shall have wire guards. Heads shall have chrome finish in areas with finished ceilings and standard finish in areas with exposed piping. Heads installed in areas with finished ceilings shall have metal escutcheons with same finish as head.

## 2.3 CHECK VALVE ASSEMBLY

- A. Up to and including 2 inches: Bronze body and swing disc, rubber seat, threaded ends.
- B. Over 2 inches and less than 4 inches: Iron body, bronze trim, swing check with rubber disc, renewable disc and seat, grooved or flanged ends with automatic ball check.
- C. 4 inches and Over: Iron body, bronze disc, stainless steel spring, resilient seal, threaded, wafer, flanged or grooved ends.

A. Standard wet type alarm valve assembly and electric motor gong complete with retarding chamber and trim as required by the authority having jurisdiction. Provide flow switch for connection to alarm system. Provide tamper switch. UL listed.

## 2.5 POST INDICATOR VALVE

A. UL listed valve with lockable operating handle, tamper switch and target visible through a glass covered post, reading either "OPEN" or "SHUT".

## 2.6 FIRE HYDRANT

A. Fire hydrant shall be in accordance with fire authority.

## 2.7 INTERIOR HOSE STATION

- A. UL listed open hose rack with 1-1/2" valve, red enamel steel rack, 100 ft. of 1-1/2" woven jacket, rubber lined hose and a 1-1/2" adjustable nozzle.
- 2.8 ELECTRIC ALARM: Electrically operated 10" bell on exterior face of building. See approved plans for location
- 2.9 WATER FLOW SWITCH: Vane type switch for mounting horizontal or vertical, with two contacts; rated 10 amp at 125 volt AC and 2.5 amp at 24 volt DC.

## PART 3 - EXECUTION

## 3.1 PIPING INSTALLATION

- A. General: Piping shall be concealed in walls, above the ceilings or below grade unless otherwise noted. Exposed piping shall run parallel to room surfaces; location shall be approved by the Engineer. No structural member shall be weakened by cutting, notching, boring or otherwise, unless specifically allowed by structural drawings and/or specifications. Where such cutting is required, reinforcement shall be provided as specified or detailed. Depth of cover in traffic areas shall be 36 inches minimum.
- B. Standards: All piping shall be installed in accordance with NFPA No. 13 "Standard for the Installation of Sprinkler Systems". Underground mains shall be installed in accordance with NFPA No. 24 "Standard for the Installation of Private Fire Service Mains and Their Appurtenances".
- C. Miscellaneous:
  - 1. Escutcheons: Provide chrome plated escutcheons where piping penetrates walls, ceilings or floors in finished areas.

- 2. Pattern: Sprinklers shall be installed in a symmetrical pattern with lighting fixtures and with ceiling pattern. Heads located in lay-in ceilings shall be centered in panel.
- 3. Pipe Sleeves: All piping passing through concrete shall be provided with pipe sleeves. Allow 1" annular clearance between sleeve and pipe for piping 3" and smaller and 2" annular clearance for piping 4" and larger. Piping through walls below grade shall be sealed with Link-Seal.
- 4. Access: Provide access doors as required for all valves, devices, etc.
- 5. Pipes Passing through Fire Rated Surfaces: Pipes passing through fire rated walls, floors, ceilings, partitions, etc. shall have the annular space surrounding the pipe, or pipe insulation sealed with fire rated materials in accordance with the requirements of the fire authority having jurisdiction.
- 6. Concrete Thrust Blocks: Shall be constructed at all valves, tees, elbows, bends, crosses, reducers and dead ends in loose-joint pipe. Blocks shall cure a minimum of 7 days before pressure is applied. Concrete shall be 2500 psi mix. Size of thrust blocks shall be based on 1500 psf undisturbed soil bearing capacity.
- 7. Electrical Equipment: Piping shall not be run over electrical panels, motor control centers or switchboards.

## 3.2 IDENTIFICATION

A. All controls, piping, valves and equipment shall be labeled for function and service in accordance with NFPA No.13.

## 3.3 TESTS AND ADJUSTMENTS

A. Unless otherwise directed, tests shall be witnessed by a representative of the Engineer and an inspector of the authority having jurisdiction. Contractor shall notify fire authority at least 48 hours prior to testing. At various stages and upon completion, the system must be tested in the presence of the enforcing agency. Work to be concealed shall not be enclosed until prescribed tests are made. Should any work be enclosed before such tests, the Contractor shall, at his expense, uncover, test and repair all work to original conditions. Leaks and defects shown by tests shall be repaired and the entire work retested. Test all systems in accordance with fire authority requirements and NFPA No.13.

## 3.4 CERTIFICATION

A. At completion of the project, a certificate of inspection from authority having jurisdiction indicating installation and testing in accordance with referenced standards shall be delivered to the Owner through the Engineer.

END OF SECTION 08/14/2024

## **ELECTRICAL SCOPE & GENERAL REQUIREMENTS**

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

### PART 1 GENERAL

- 1.01 GENERAL REQUIREMENTS
  - A. All work under Section 26 01 00, Electrical Scope and General Requirements Specifications, are subject to the General, Supplementary, Special Conditions and other Division I Specification Sections preceding this section. This Contractor will be responsible for and govern by all requirements. Drawings indicate the general arrangement of the electrical layout and work included. The Contractor will follow Drawings in laying-out and checking of Drawings of other trades to verify locations and spaces in which work will be installed.

## 1.02 SCOPE

- A. This portion of the work includes furnishing of all labor and materials necessary for a complete wiring system to outlets and all equipment shown on the Drawings or covered by this section of the Specifications. In general, the work includes the following:
  - 1. Complete system of branch circuit wiring and equipment including all wiring devices and plates on all outlets.
  - 2. A new lighting fixture system complete with lamps as shown on Plans including all appurtenances as required.
  - 3. Raceways, wiring, fused disconnect switches, etc., for equipment covered by other sections of these Specifications.
  - 4. All hangers, anchors, sleeves, chases and supports for fixtures, electrical equipment and materials including earthquake bracing.
  - 5. All disconnection and removal of existing electrical facilities not to be reused.
  - 6. Include payment of all required insurances, electrical permits, fees and taxes unless specifically shown "BY OTHERS".

## 1.03 SITE VISITATIONS

A. The Contractor will carefully examine the site and existing buildings, compare the Drawings with the existing electrical installations and thoroughly familiarize himself with all existing conditions within the scope of this work. By the act of submitting a bid, the Contractor will be deemed to have made such examination, accepted such conditions and to have made allowance in preparing his figure.

## 1.04 RULES AND REGULATIONS

- A. All work and materials shall be in full accordance with the latest rules and regulations of the following:
  - 1. California Electric Code, 2019 Edition
  - 2. California Building, Mechanical and Plumbing Codes
  - 3. California Code of Regulations
  - 4. California State Fire Marshal Rules
- B. Before the Final Certificate of Payment will be issued, the Contractor shall deliver to the Owner all Certificates, Permits, Record Drawings and Instructions/Parts Manuals.
- C. Nothing in these Plans and Specifications is to be construed to permit work <u>not</u> conforming to these codes.

## 1.05 MATERIALS AND SUBSTITUTIONS

- A. All equipment and materials shall be new and UL (Underwriters Laboratories) approved and of the best quality. When specific trade names are used in connection with materials they are mentioned as standards but, this implies no right upon the part of the Contractor to substitute other materials or methods without <u>prior</u> approval.
- B. When approval is given for use of equipment differing from that shown on the Drawings regarding foundations, space of piping, duct work, wiring, insulation, etc., changes required to accommodate such differences shall be accomplished at <u>no cost</u> to the Owner.
- C. This Contractor shall order equipment in a timely manner to prevent any delays in the construction schedule and he shall bear any penalty by vendors to meet schedules.
- D. <u>Submittals:</u>
  - 1. Shop Drawings and Product Data: Within ten days after an award of this contract, but prior to manufacture or installation of any equipment, prepare complete Shop Drawings and Brochures for materials/equipment as required by each section of the Specification. Submit eight complete sets for review.

- 2. Prior to submission of the Shop Drawings and Project Data review and certify that they meet the Contract Documents and conform to existing field conditions. Field verify installation methods, voltage requirements and coordinate with other trades.
- 3. Verify all dimensional information to ensure proper clearance installation of equipment. Check all materials and equipment after arrival on the jobsite and verify compliance with the Contract Documents. A minimum period of two weeks, exclusive of transmittal time, will be required each time Shop Drawings and/or Brochures are submitted or resubmitted for review. This time shall be considered by the Contractor when scheduling a submittal date.
- 4. Review of Shop Drawings and Brochures <u>shall not</u> relieve the Contractor of responsibility for dimensions and/or errors that may be contained therein or deviations from the Contract Documents requirements. It shall be clearly understood that noting of some errors, but overlooking others, <u>does not</u> grant the Contractor permission to proceed in error. Regardless of any information contained in the Shop Drawings and Brochures the requirements of the Contract Documents shall govern and are not waived or superseded in any way by the review of the Shop Drawings and Brochures.
- 5. Certifications shall be written or in the form of rubber stamp impressions as follows:

I hereby certify that these Shop Drawings and/or Brochures have been checked prior to submittal, and that it complies in all respects with the requirements of the Contract Drawings, Specifications, and existing field conditions for this project.

(Name of Contractor)

Signed _	
Title	Date

- 6. Observe the following rules when submitting the Shop Drawings or Brochures:
  - a) Each Shop Drawing shall indicate in the lower right-hand corner and each brochure shall indicate on the front cover the following:
    - 1) Title of the sheet or brochure
    - 2) Name and location of the building
    - 3) Names of the Architect
    - 4) Name of the Electrical Engineer
    - 5) Name of Contractor
    - 6) Subcontractor's Manufacturer, Supplier and Vendor
    - 7) Date of submittal
    - 8) Date of correction and revision.

- 7. Unless the above information is <u>included</u>, the submittal will be returned for resubmittal.
- 8. Shop Drawings shall be done in legible scale and shall contain sufficient plans, elevations, sections and isometrics clearly describing the equipment or apparatus and the Engineer/Draftsmen skilled in this type of work. Shop Drawings shall be drawn to at least 1/4" = 1'-0" scale.
- 9. The manufacturers shall publish brochures to be submitted which contain complete and detailed engineering and dimensional information. Brochures submitted shall contain <u>only</u> information relevant to the particular equipment or materials to be furnished. The Contractor <u>shall not</u> submit catalogs that describe several different items in addition to those items to be used unless all irrelevant information is marked out or unless each manufacturer is identified and submitted separately.

## 1.06 GENERAL COORDINATION

- A. The Drawings indicate diagrammatically the desired location or arrangement of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. It shall be the Contractor's responsibility to verify and coordinate the location of all outlets and raceways with other trades.
- 1.07 CUTTING, PATCHING AND MATCHING
  - A. This Contractor shall do all cutting required for the proper installation of his work and shall repair any damage done by himself or his workmen. The Contractor shall coordinate with that of other parties.
  - B. Wherever possible, work shall be done in a concealed and neat workmanlike manner requiring the least amount of cutting of studs, plates and woodwork. Such cutting or notching is allowed only <u>after</u> consultation with and by permission of the Engineer.
  - C. All patching shall be of the same materials, workmanship and finish as existing and shall accurately match all surrounding work. All work shall be done under the Architect's instructions and when required by the trade that did the original work.
- 1.08 INTERPRETATION OF Drawings AND Specification
  - A. The Engineer's decision will be final on interpretation of the Drawings and Specifications. Whenever the words "AS MAY BE DIRECTED", "SUITABLE" or "APPROVED EQUAL" or other words of similar intent and meaning are used inferring that judgment is to be exercised, it is understood that it is the judgment of the Engineer referred to.
- 1.09 CLEANING OF EQUIPMENT, MATERIALS AND PREMISES

A. All electrical equipment shall be thoroughly cleaned of dirt, rust, cement, plaster, etc., and all cracks and corners scraped out clean. Surfaces to be painted shall be carefully cleaned of grease and oil spots and left smooth and clean and in proper condition to receive paint finish.

## 1.10 RECORD Drawings

A. At the beginning of the project, one full-sized print of each applicable Drawing will be issued to the Contractor for use in preparing Record Drawings. "RECORD" conditions shall be recorded on the prints as the project progresses. Upon completion of the work, the Contractor shall forward it to the Architects' Office after first securing the Inspector's verification by signature.

## 1.11 EARTHQUAKE RESTRAINT

- A. All electrical equipment shall have a means to prohibit excessive motion during an earthquake. Equipment that vibrates during normal operation shall have isolators with mechanical stops. All transformers are considered to vibrate during operation.
- B. All electrical equipment and connections shall be designed to resist lateral seismic forces equal to value shown on Drawings of equipment weight with allowable working code capacity increased by 1/3 or 1.5 times the same value for the weight yield capacity. Connections shall be the same except the 1/3 increase will not be allowed.

## 1.12 IDENTIFICATION

- A. <u>Conductors:</u>
  - 1. All power and signal conductors shall be identified in accordance with the following schedule:
    - a) 120/208 Volts, 3-phase, 4-wire Wye: Red-Black-Blue, Neutral White.
    - b) 277/480 Volts, 3-phase, 4-wire Wye: Brown-Orange-yellow, Neutral Grey.
    - c) Bond or grounding conductor (GWG): Green
    - d) Special system conductors shall be color coded and labeled
  - 2. Brady Labels shall be used to identify terminals and destination of feeders, branch circuits, signal and control circuits, etc., at all terminations and junction boxes and shall be coordinated with the nameplates in all boxes and equipment.

- 3. All terminals in the switchboards, panels, relays, switches, devices, starter terminals, etc., shall have Brady Labels for identification to identify both ends of all wiring. Wires #8 and smaller to be terminated on terminal strips squared-type 9080K with white marking strip and screw lugs for wire size.
- B. <u>Nameplates:</u> The Contractor shall furnish and install 1" x 3" x 3/32" thick laminated black Bakelite nameplates with a white core, unless specifically shown as red with a white core, engraved to produce white letters on black background for all items of electrical equipment including 2-pole and 3-pole circuit breakers, panelboards, starters, relays, time switches and disconnect switches. They shall screw them in place.
- C. <u>Panels</u>: Panels having single-pole circuit breakers shall be provided with typed schedules mounted in welded metal holders behind plastic.
- D. <u>Devices</u>: All devices shall have their branch circuit identified on the back side of device plate with a permanent type black marker, i.e., CT A-21.

## 1.13 MECHANICAL AND OTHER SPECIAL EQUIPMENT

- A. <u>Mechanical Coordination</u>: <u>PRIOR</u> to commencing construction, this Contractor shall arrange a conference with the Mechanical/Plumbing Contractors and equipment suppliers to verify type, sizes, locations, requirements, controls and diagrams of all equipment furnished by them. <u>In writing</u>, he shall inform the Electrical Engineer that all phases of coordination of this equipment have been covered. If any unusual conditions or problems, they are to be enumerated them at this time.
- B. <u>Mechanical Wiring</u>: All electrical line voltage wiring, fused disconnects and conduits shall be furnished and installed by this Contractor unless otherwise shown.
- C. <u>Miscellaneous Equipment</u>: Contractor shall be responsible for electrical hook-up and connection to all electrical equipment whether furnished by this Contractor or others. This includes all special mechanical equipment and equipment furnished by the Mechanical Contractor.

## 1.14 GUARANTEE

A. This Contractor agrees to replace or repair to the satisfaction of the Owner, any part of the installation that may fail due to defective material and/or workmanship, or failure to follow Plans and Specifications for one year after final acceptance. He shall further obtain from the manufacturers of special equipment (i.e., control systems) their respective guarantees and service manuals and deliver to Owner.

## PART 2 PRODUCTS

## 2.01 RACEWAYS

- A. Unless specifically shown otherwise, this Contractor shall furnish and install a complete steel conduit system for all wiring, including control and signal wiring.
- B. All conduits shall be rigid threaded hot dipped galvanized type.
- C. All conduits installed underground shall have a minimum coverage of 1'-6" below finished grade and shall have a 4" concrete envelope.
- D. Steel conduit Joints shall be sealed with conductive pipe compound T & B Kopr-Shield before making up.
- E. Steel conduits installed below grade shall be wrapped with Minnesota Mining Company Scotch Wrap #51 using half-lap for double thickness. Conduit surfaces shall be clean and dry before wrapping.
- F. Minimum size for lighting, power and signal shall be a 3/4" conduit.
- G. Steel EMT sizes 4" and smaller may be used within hollow dry spaces of the building, and <u>shall not</u> be run exposed below 8' above a finished floor.
- H. All raceway fittings, locknuts, couplings, elbows, etc., shall be hot dipped galvanized steel finish with plastic throats or bushings. <u>No cast-type fittings shall be used.</u>
- I. Seal-type flexible conduit shall be used in lengths not greater than 18" at motors and other machinery to prevent the transmission of vibration. All flexible conduits shall have a copper bond wire either integral or pulled in. Flexible conduit shall be supported at both ends and every 24".
- J. All conduit fittings, locknuts, couplings, elbows, etc., shall be hot dipped galvanized finish with plastic bushings. No competitive type fittings shall be used.
- K. Non-Metallic Conduit.
  - 1. Rigid non-metallic PVC, UL Labeled conduit with factory ells and fittings approved for the purpose may be used under the following conditions:
    - a) Where the voltage is 600 Volts or less.
    - b) All conduits in earth under buildings or protected by permanent paving may be Schedule 40 PVC.
    - c) Any conduit running through planters or unprotected in earth shall be encased in 3" of concrete. All raceways above grade shall be steel.
    - All non-metallic runs shall have a bond wire for the interconnection of all conducting portions per Table 250-94 of the California Electric Code (CEC).
    - e) Use factory elbows. PVC shall not be bent in the field.

## 2.02 CONDUCTORS

- A. All conductors shall be delivered to the site in their original unbroken packages plainly marked or tagged as follows: UL Labels, size, kind and insulation of wire, name of the manufacturing company and trade name of the wire.
- B. All conductors to be a minimum of 98% conductivity soft drawn copper, minimum #12 AWG unless shown otherwise. Conductors #8 and larger shall be stranded type "THHN/THWN" 600 Volt insulation. Conductors #10 and smaller shall be solid copper "THHN/THWN".
- C. All branch circuits, fixture wiring joints, splices and taps for conductors #10 and smaller to be made with "SCOTCHLOCK" connectors.
- D. Two bolt type solderless connectors or T & B "color keyed" compression lugs shall be used on #8 and larger conductors.

## 2.03 WIRING DEVICES

- A. Furnish and install wiring devices and plates as shown on the Drawings and described in these Specifications. Where more than one wiring device is mounted in the same location, such devices shall be mounted in a multi-gang plate. <u>Single-gang</u> <u>combination</u> <u>interchangeable devices shall not be used</u>. Wiring devices shall be Specification grade or better.
- B. Convenience outlets shall consist of a Specification grade duplex receptacle mounted in an outlet box in the wall flush with the finished plaster or surface rated 20 AMPS, 125 Volts, 3-wire, back and side wired.
- C. Local switches shall be quiet toggle-type, totally enclosed, AC rated ,20 AMPS, 120/277 Volt.
- D. Device plates shall be provided for all devices with the number of gangs and openings necessary. They shall be satin brushed stainless steel in toilets and kitchens with plastic to match devices in other finished areas.

## 2.04 OUTLET BOXES

A. Outlet boxes for concealed work shall be one piece pressed steel knock out type with zinc or cadmium coating. Boxes shall not be smaller than 4" square nominal size unless otherwise indicated. Provide extension rings, plaster rings and covers necessary for flush finish.

- B. Bar hangers shall be used to support outlet boxes in stud or furred partitions and ceilings. Attachment screws, devices, etc., shall be of the proper type to secure boxes to metal studs. Use expansion shields to concrete and masonry.
- C. Provide approved knock-out seals on all unused open knock-out holes. Where used for lighting fixtures outlet boxes shall be equipped with fixture studs.

## 2.05 DISCONNECTING DEVICES

- A. Disconnecting devices shall be provided as shown or as required by NEC. Switches shall be motor rated and in proper NEMA enclosure.
  - 1. <u>Motors 1/3 HP and less</u>: Switches shall be of the toggle-type quick make and break rated 2 HP, 250 Volts AC with the number of poles required provided with flush mounting wall plates or in suitable surface mounting NEMA enclosures.
  - 2. <u>Motors <sup>1</sup>/<sub>2</sub> HP and larger</u>: Disconnecting switches shall be Type HD fused 3pole, 600 Volts in proper NEMA enclosures with proper size FRN fuses. Provide three spare fuses of each type to the Owner.
- B. Circuit breakers utilized as disconnecting devices shall comply with the requirements stated in other articles of this section and NEC.
- 2.06 PULL BOXES AND WIREWAYS
  - A. Pull and junction boxes shall be installed as shown to ease the pulling of wire and to comply with NEC requirements.
  - B. Wireways to be constructed in accordance with UL 870 for wireways, auxiliary gutters and associated fittings. Every component including lengths, connectors and fittings shall be UL listed.
- 2.07 TERMINAL CABINETS AND CLOSETS
  - A. Cabinets and fronts shall be in accordance with NEMA Standard Publication No. PB1-1971 and UL Standards No. 67. Fronts shall include doors and have flush brushed stainless steel cylinder tumbler-type locks with catches and spring loaded door pulls. The flush lock shall not protrude beyond the front of the door. All locks shall be keyed like the panelboard locks. Fronts shall have adjustable indicating trim clamps completely concealed when the doors are closed. Doors shall be mounted by completely concealed steel hinges. Fronts shall not be removable with the door in the locked position. A frame and card with a clear plastic covering shall be provided on the inside of the door. Fronts shall be of code gauge full finished steel with rust inhibiting primer and bake enamel finish.

### 2.08 PANELBOARDS

- A. Furnish panelboards shown on Plans and described herein. All cans shall be a minimum of 20" wide and 5.75" deep unless otherwise shown. They shall be totally flat or equal with flush keyed locks.
- B. Panelboards shall be UL listed.
- C. Breakers for switching lights shall be rated for switching duty.
- D. Fronts shall be sheet steel painted standard gray over a rust inhibitor. They shall be equipped with a door, flush hinges, flush proper cylinder tumbler lock; metal circuit card holder and quarter turn adjustable trim clamps.
- E. The panel shall consist of reinforced galvanized sheet steel frame with copper bus bars and circuit breakers properly supported to prevent vibration breakage in handling. All terminals shall be solderless type suitable for specified conductors of size indication. Bus bars shall be sequence phased.
- F. Branch circuit breakers shall be "bolt-on" and fully interchangeable without disturbing adjacent units. All 2 and 3-pole breakers shall have common trips with a minimum IC of 10,000 AIC.
- G. All breakers applying fluorescent or HID fixtures shall have padlock handle lock-off devices.
- H. All spaces shall have hardware.
- I. Provide separate blocks for neutrals and grounds as required.

## PART 3 EXECUTION

- 3.01 INSTALLATION
  - A. The layout and installation of electrical work shall be coordinated with the overall construction schedule to prevent delay in completion of the project.
  - B. Dimensions and information regarding accurate locations of equipment and structural limitations and finish shall be verified with other sections.
  - C. The Drawings do not show all the offsets, bends, special fittings or junction pull boxes necessary to meet job conditions and shall be provided as required.
  - D. Electrical equipment, outlets, junction and pull boxes shall be installed in accessible locations, avoiding obstructions, preserving headroom and keeping openings and passageways clear.

E. Minor adjustments in the locations of equipment shall be made where necessary providing such adjustments do not adversely affect function of the equipment. Major adjustments for the location of equipment shall be previously approved and detailed on the Record Drawings.

## 3.02 STRUCTURAL FITTINGS

A. Furnish and install the necessary sleeves, inserts, hangers, anchor bolts and related structural items. Install at the proper time.

### 3.03 NOISE CONTROL

- A. Outlet boxes at opposite sides of partitions shall not be placed back-to-back, nor shall through boxes be employed except where specifically permitted on the Drawings by note to minimize transmission of noise between occupied spaces.
- B. Ballasts, contactors, starters and like equipment that are noticeably noisier than other similar equipment on the project will be deemed defective and shall be replaced at Engineer's request.

### 3.04 RACEWAYS AND FITTINGS

- A. Surface raceways shall be coordinated with cabinet work. It shall be installed plumb and square with adjacent surfaces.
- B. Minimum size of any conduit for lighting, power and signal shall be 3/4" conduit unless shown otherwise.
- C. Furnish and install "seal-offs" in all conduit runs through areas of different temperature.
- D. Where applicable, wiring methods shall be in accordance with requirements for installation in damp and/or hazardous areas.
- E. All concealed conduits shall be installed in as direct a line as possible between outlets. EMT shall be approved for dry locations with steel plastic bushed set screw fittings. No more than four quarter bends or their equivalent will be allowed between outlets. Feeder conduits shall follow arrangements shown on plans unless a change is authorized. Branch circuit conduits shall in general follow arrangement as shown as far as structural conditions permit. All exposed runs shall parallel buildings, walls or partitions and be supported on Kindorf Hangers to meet Title 24, Part 6, CAC.
- F. In general, all conduits shall be sloping to drain. Bends that place a trap in a conduit shall be avoided. Provide drip fitting as required. Dux-Seal high ends of all underground raceways.

- G. All conduit runs shall be mechanically and electrically continuous from outlet to outlet. Conduit size or type shall not be changed between outlets.
- H. Chrome escutcheon plates shall be used on all conduit penetrating walls, floors or ceilings.
- I. Expansion joints shall be provided at building expansion joints or as required due to length of run or difference in temperatures.
- J. Flexible steel conduits shall be used for short runs not over 24" from motors or other vibrating equipment to junction boxes. Where specifically approved by the Engineer, flexible steel conduit may be used when conditions make the use of other conduit impracticable. Fittings shall be of the screwed wedge type. All flex shall have green copper bond wire. Flex conduits shall be independently suspended.
- K. All fittings that are exposed or in damp areas shall have sealing glands and proper gaskets. Fittings in hazardous areas shall be of the type approved for the particular hazard.
- L. <u>Roof Penetrations</u>: Where raceways penetrate roofing or similar structural area, provide 26 galvanized iron roof jacks sized to fit tightly to a raceway for a weathertight seal and with flange extending a minimum of 9" under roofing on all sides. Completely seal openings between inside diameters of roof flashing and outside diameters if penetrating raceways. Coordinate with work required under Roofing Section of the Specifications.
- M. <u>Fire Penetration Seals</u>: Seal all penetrations for work of this section through fire rated floors, walls and ceilings to prevent the spread of smoke, fire, toxic gas or water through the penetration either before, during or after the fire. The fire rating of the penetration seal shall be at least that of the floor, wall or ceiling into which it is installed so that the original fire rating of the floor or wall is maintained as required by Article 300-21 of the California Electrical Code (CEC).
- N. Where applicable, provide OZ Type CFSF/I and CAFSF/I fire seal fittings for conduit and cable penetrations through concrete and masonry walls, floors, slabs and similar structures. Where applicable, provide 3M fire barrier sealing penetration system and/or Thomas & Bett Flame Safe Fire Stop System and/or ChaseFoam fire stop system including wall wrap, partitions, caps and other accessories as required. All manufacturers' instructions and recommendations for installation of sealing fittings and barrier sealing systems.

## 3.05 CONDUCTORS AND CONNECTORS

A. All branch circuits and fixture wiring joints, splices and taps for conductors #10 and smaller shall be made with 3M "Scotchlocks" or approved equal.

- B. Circuit and signal terminations to single-screw or push-on terminals shall be done with insulated "Sta-Kons" or approved equal terminals.
- C. Bolt-type solderless connectors shall be torqued with a torque wrench according to the manufacturer's recommendations then retightened after 24-48 hours before taping. Owners' inspector shall be informed of this procedure during the waiting period and shall witness the act of retightening.
- D. All splices shall be taped with Scotch #88 plastic electrical tape with "Scotch Fill" where necessary for a smooth joint. For other than normal temperatures or conditions Scotch #27 or #2520 shall be used. All connections and splices shall be electrically perfect and in strict accordance with all code requirements.
- E. Wire in panels, cabinets, pull boxes and wiring gutters shall be squared, labeled and neatly grouped with "Ty-Raps" and fanned out to the terminals.
- F. <u>Wiring Devices</u>: Wiring devices shall be securely fastened to the outlet box. Where the outlet box covers are back from the finished walls, device shall be built out with washers so that it is rigidly held in place to the box. Provide metal extenders in flammable construction per CEC. All device screw slots shall be left in a vertical orientation.

## 3.06 OUTLET BOXES

- A. Outlet boxes for concealed work shall be one steel knock-out type with zinc coating. Boxes shall not be smaller than 4" square nominal size unless otherwise indicated. Provide extension rings, plaster rings and covers necessary for flush finish.
- B. Bar hangers shall be used to support outlet boxes in stud or furred partitions and ceilings. Attachment screws, devices, etc., shall be of the proper type to secure boxes to metal studs complemented by expansion shields to concrete and masonry.
- C. Provide approved knock-out seals on all unused open knock out holes. Where used for lighting fixtures, outlet boxes shall be equipped with fixture studs.

## 3.07 JUNCTION AND PULL BOXES AND WIREWAYS

A. Boxes shall be installed square and plumb. An engraved nameplate shall be installed indicating the function of each box on the exterior in unfinished areas and on the interior in finished areas.

B. Install wireways with strip-type connectors with self-retained mounting screws. Use hangers with two-piece hook-together features to permit preassembling of wireway and hanger bottom plate before hanging on a preinstalled upper bracket.

## 3.08 TERMINAL CABINETS AND CLOSETS

- A. Install level and identify per schedule.
- B. All conductors shall be squared, labeled and "Ty-Rapped".
- C. Location:
  - 1. Unless otherwise indicated on the Drawings, install all panels with the top of the trip 6'-0" above the finished floor.
  - 2. Space permitting, surface mount panels where they are not visible to the public.
  - 3. Panels to have protective cover over any electrical panel with overhead water piping. Cover to be 18" by width of a panel.
- D. Directory: Mount a typewritten directory behind glass or plastic in a metal holder welded to the inside of each panel door showing circuit numbers and complete description of all outlets (one each circuit).

## 3.09 PRECAST CONCRETE PULL BOXES AND MANHOLES

- A. Contractor shall provide a minimum of 3-6" of sand base material suitable to receive the manhole. The base material shall be impacted and graded level at proper elevation to receive the manhole in relation to the conduit grade or ground cover requirements as designated in the Plans. Sealants used between the joints of the manhole are at the Contractor's discretion unless otherwise specified. If grout is used it should consist of two-parts plaster sand to one-part cement with sufficient water added to make the grout flow under its own weight.
- B. The grout should be poured into a water soaked groove and filled to the top of the groove unless a double amount is to be used as a further precaution against leakage. In this case the mastic sealant should be placed on the two shoulders of the groove. The next section of manhole should be placed while the foaming action is in process. Contractor shall verify grades with the Architect and shall set holes and boxes level at proper grades.
- C. All conduits penetrating the pull box shall have seals to prevent water from entering the raceway.

## 3.10 DISCONNECT DEVICES

A. Disconnect devices shall be identified as to location of the device controlled.

## 3.11 SUPPORTS AND ANCHORS

- A. Provide inserts, anchors, supports, rods, brackets and miscellaneous items to adequately support and secure the electrical systems and equipment.
- B. Secure hangers, brackets, conduit straps, supports and electrical equipment to surfaces by means of toggle bolts on hollow masonry; expansion shields and machine screws or standard preset inserts on concrete or masonry; machine screws or bolts on metal surfaces; wood screws on wood construction.
- C. Power driven or velocity driven inserts <u>may be not used unless specifically approved</u> <u>by the engineer</u>, and where their use does not affect finished appearance of work. They <u>may not</u> be used in prestressed slabs, beams, purlins, precast members or in tension.
- D. <u>Seismic Requirements</u>: Provide vertical and lateral supporting equipment to resist application of seismic forces per CAC, Title 24.

## END OF SECTION 26 01 00

## FIRE ALARM SYSTEM

## PART 1 GENERAL

### 1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including General and Supplementary, Special Conditions and General Requirements, apply to the work specified in this Section.

## 1.02 FIRE ALARM SYSTEM IN GENERAL

- A. Contractor shall install and furnish a complete and operational fire evacuation and fully automatic detection system, as well as a signal conductor and raceway system as required in accordance with Title 24, Part 2, Section 907.2.3 and conform to Title 24, Part 3, Article 760. The system shall be monitored by an approved supervising station. The system shall include the following:
  - 1. All equipment, conduit, wire and labor necessary to provide for a complete and operational system as specified herein and shown on the drawings.
  - 2. Contractor shall submit fire alarm system shop drawings to the Engineer for approval **PRIOR** to installation.
- B. All materials, wiring and equipment shall be furnished and installed in strict compliance with the preceding sections and all applicable requirements of:
  - 1. Local fire authority having jurisdiction
  - 2. California Electrical Code (CEC), 2022 Edition
  - 3. National Fire Protection Association Standard 72
  - 4. Manufacturer of the fire alarm system
  - 5. Underwriters' Laboratories, Inc.
  - 6. California State Fire Marshal
  - 7. California Fire Code, 2022 Edition

## 1.03 FIRE ALARM SYSTEM MANUFACTURER REQUIREMENTS

- A. The manufacturer of the fire control system shall submit as part of his construction submittals:
  - 1. Factory component technical detail showing full compliance with function as specified.

- 2. Factory calculations for all power requirements for specified system, including standby power, all certified in writing by the manufacturer's engineer in charge of the project.
- 3. Manufacturer's certification that it maintains an office within 50 miles of the project, and that it maintains sufficient spare parts and personnel at that location to ensure the Owner of a continually maintained and serviced system.
- 4. List of factory personnel responsible for jobsite installation and supervision of the system who shall be available as required by the Contractor, Engineer, Architect or Owner.
- 5. <u>WRITTEN CERTIFICATION</u> that all component parts to be used in this system are of his manufacturer, or are California State Fire Marshal listed and to be used for the purposes intended.
- 6. At the completion of the manufacturer's installation of the system to the contractor's wire backbox and appurtenances, he shall:
  - a) Provide the Engineer with five (5) copies of his final system report which shall be on the manufacturer's standard forms provided by him and contain the following information:
    - 1) Serial numbers and location of all major components.
    - 2) Testing information verifying all annunciation devices and signaling function are as specified and required.
    - Provide the Engineer their copies of his factory logo's Record Drawings of the system, including final labeling, color coding and locations for all devices in the system.
    - 4) Manufacturer's final tests shall be in the presence of the Engineer and Owner, or his representatives, as well as the authorities having jurisdiction.

## 1.04 OPERATING INSTRUCTION, WARRANTY AND SERVICE

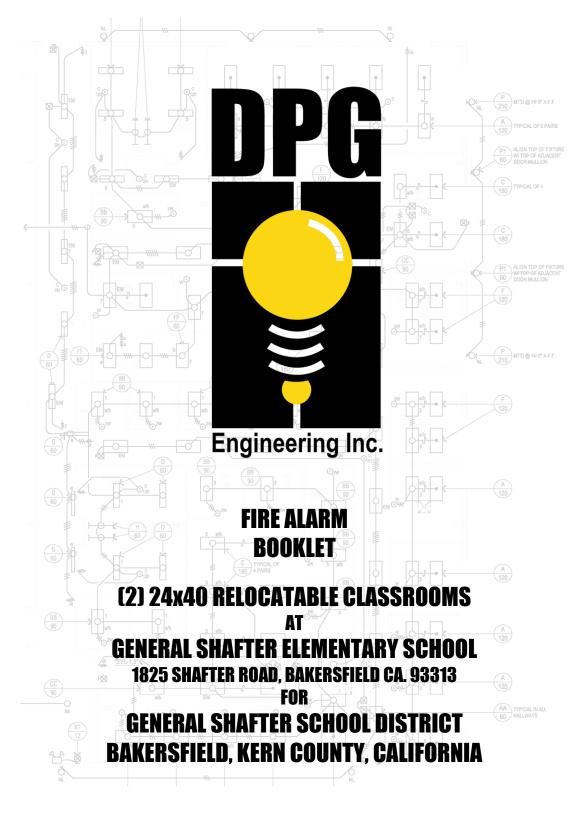
- A. The manufacturer shall provide a qualified representative to instruct the Owner, or his representative, in the operation of the system.
- B. This contractor and the manufacturer shall warranty the systems for a period of one (1) year from the date of acceptance by the Owner. Emergency repair and/or replacement of manufacturer provided equipment for the system shall be accomplished by this contractor, at <u>NO</u> additional cost to the Owner as long as such repair and/or replacement occurs during the warranty period, and is directly or indirectly caused by faulty workmanship or defect of material installed. Upon

completion of the installation of the Fire Protective Signaling equipment, a satisfactory test of the <u>entire</u> system shall be made in the presence of the enforcing agency.

## 1.05 FIRE ALARM SYSTEM OPERATION

- A. Activation of any alarm initiating device shall:
  - 1. Activate fire alarm audible and visible devices.
  - 2. Transmit the alarm condition to an approved remote receiving station.
  - 3. Report alarm condition and zone on LCD displays of the main fire alarm control panel and remote annunciators.

## **END OF SECTION 28 31 11**



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	<b>FIRE ALARM SYMBOL S</b>	CHEDULE	
SYMBOL	NAME	DESCRIPTION	CSFM #
(E) ———	EXISTING ITEM		
U.O.N	UNLESS OTHERWISE NOTED		
	WIRING UNDERGROUND OR IN WALL	3/4"C MIN U.O.N.	
<u> </u>	EXISTING CONDUIT TO REMAIN		
(E)FACP	(E) FIRE ALARM CONTROL PANEL	NOTIFIER #NFS2 640	7165-0028:0214
(E)EVAC	(E) F.A. VOICE EVACUATION SYSTEM	NOTIFIER #DVC-EM	7165-0028-0243
(E)EXP	(E) FIRE ALARM EXPANDER	NOTIFIER #ACPS-2406	7315-0028:0213
<2>───	PHOTOELECTRIC SMOKE DETECTOR W/ ADDRESSABLE BASE	NOTIFIER #FSP-851 NOTIFIER #B210LP	7270-0028:0206 7300-1653:0109
▲	ATTIC HEAT DETECTOR W/ ADDRESSABLE BASE	NOTIFIER #FST-851H NOTIFIER #B210LP	7270-0028:0196 7300-1653:0109
MM	MONITOR MODULE	NOTIFIER #FDRM-1	7300-0028:0219
	TAMPER SWITCH	BY SPRINKLER CONTRACTOR	-
(FS)	FLOW SWITCH	BY SPRINKLER CONTRACTOR	-
B ———	F.A. ALARM BELL	BY SPRINKLER CONTRACTOR	-
<b>X</b> C15 ———	F.A. SPEAKER / STROBE. (CEILING MTD.) C=CEILING MTD., (MC) = MULTI-CANDELA, SET PER PLANS W = SPEAKER WATTAGE	SYSTEM SENSOR #SCW-P	7125-1653:0186
Xw C(MC)cd	F.A. SPEAKER / STROBE. (CEILING MTD.) Xw = WATTAGE C = CEILING MOUNTED, (MC)cd= MULTI-CANDELA SETTINGS	SYSTEM SENSOR #SPSCW-P (SEE PLANS FOR SETTINGS)	7320-1653:0201
S XW	FIRE ALARM EXTERIOR SPEAKER. (WALL MTD.) xW = WATTAGE	SYSTEM SENSOR #SPRK (SEE PLANS FOR SETTINGS)	7320-1653:0201
-₹	END-OF-LINE RESISTOR	PER MANUFACTURER SPECIFICATION	

# NFS2-640(E)

## Intelligent Addressable Fire Alarm System

### **Intelligent Fire Alarm Control Panels**

NOTIFIER®

by Honeywell

## General

The NFS2-640 intelligent Fire Alarm Control Panel is part of the  $\rm ONYX^{\textcircled{B}}$  Series of Fire Alarm Controls from NOTIFIER.

In stand-alone or network configurations, ONYX Series products meet virtually every application requirement.

The NFS2-640's modular design makes system planning easier. The panel can be configured with just a few devices for small building applications, or networked with many devices to protect a large campus or a high-rise office block. Simply add additional peripheral equipment to suit the application.

A host of other options are available, including single- or multichannel voice; firefighter's telephone; LED, LCD, or PC-based graphic annunciators; networking; advanced detection products for challenging environments; wireless fire protection; and many additional options.

**NOTE:** Unless called out with a version-specific "E" at the end of the part number, "NFS2-640" refers to models NFS2-640 and NFS2-640E; similarly, "CPU2-640" refers to models CPU2-640 and CPU2-640E.

## **Features**

- Certified for seismic applications when used with the appropriate seismic mounting kit.
- Approved for Marine applications when used with listed compatible equipment. See DN-60688.
- One, expandable to two, isolated intelligent Signaling Line Circuit (SLC) Style 4, 6 or 7.
- Wireless fire protection using SWIFT Smart Wireless Integrated Fire Technology. See DN-60820.
- Up to 159 detectors and 159 modules per SLC; 318 devices per loop/636 per FACP or network node.
  - Detectors can be any mix of ion, photo, thermal, or multi-sensor; wireless detectors are available for use with the FWSG.
  - Modules include addressable pull stations, normally open contact devices, two-wire smoke detectors, notification, or relay; wireless modules are available for use with the FWSG.
- Standard 80-character display, 640-character large display (NCA-2), or display-less (a node on a network).
- Network options:
  - High-speed network for up to 200 nodes (NFS2-3030, NFS2-640, NFS-320(C), NFS-320SYS, NCA-2, DVC-EM, ONYX-Works, NFS-3030, NFS-640, and NCA).
  - Standard network for up to 103 nodes (NFS2-3030, NFS2-640, NFS-320(C), NFS-320SYS, NCA-2, DVC-EM, ONYX-Works, NCS, NFS-3030, NFS-640, NCA, AFP-200, AFP-300/400, AFP-1010, and AM2020). Up to 54 nodes when DVC-EM is used in network paging.
- 6.0 A switch mode power supply with four Class A/B built-in Notification Appliance Circuits (NAC). Selectable System Sensor, Wheelock, or Gentex strobe synchronization.
- Built-in Alarm, Trouble, Security, and Supervisory relays.
- VeriFire<sup>®</sup> Tools online or offline programming utility. Upload/ Download, save, store, check, compare, and simulate panel databases. Upgrade panel firmware.
- Autoprogramming and Walk Test reports.
- Multiple central station communication options:
- Standard UDACT
  - Internet
- Internet/GSM
- 80-character remote annunciators (up to 32).



NFS2-640

- EIA-485 annunciators, including custom graphics.
- Printer interface (80-column and 40-column printers).
- History file with 800-event capacity in nonvolatile memory, plus separate 200-event alarm-only file.
- Alarm Verification selection per point, with automatic counter.
- Presignal/Positive Alarm Sequence (PAS).
- Silence inhibit and Auto Silence timer options.
- March time/temporal/California two-stage coding/strobe synchronization.
- Field-programmable on panel or on PC, with VeriFire Tools program check, compare, simulate.
- Full QWERTY keypad.
- Battery charger supports 18 200 AH batteries.
- Non-alarm points for lower priority functions.
- Remote ACK/Signal Silence/System Reset/Drill via monitor modules.
- · Automatic time control functions, with holiday exceptions.
- Surface Mount Technology (SMT) electronics.
- Extensive, built-in transient protection.
- Powerful Boolean logic equations.
- Support for SCS Series smoke control system in HVAC mode.

### NCA-2 AS PRIMARY DISPLAY

- Backlit, 640-character display.
- Supports SCS Series smoke control system in FSCS mode when SCS is connected to the NCA-2 used as primary display.
- Supports DVC digital audio loop.
- Printer and CRT EIA-232 ports.
- EIA-485 annunciator and terminal mode ports.
- · Alarm, Trouble, Supervisory, and Security relays.

### FLASHSCAN<sup>®</sup> INTELLIGENT FEATURES

- Polls up to 318 devices in less than two seconds.
- · Activates up to 159 outputs in less than five seconds.
- Multicolor LEDs blink device address during Walk Test.
- Fully digital, high-precision protocol (U.S. Patent 5,539,389).
- Manual sensitivity adjustment up to nine levels.
- Pre-alarm ONYX intelligent sensing up to nine levels.
- Day/Night automatic sensitivity adjustment.
- Sensitivity windows:
  - Ion 0.5 to 2.5%/foot obscuration.
  - Photo 0.5 to 2.35%/foot obscuration.
  - Laser (VIEW®) 0.02 to 2.0%/foot obscuration.
  - Acclimate Plus<sup>™</sup> 0.5 to 4.0%/foot obscuration.
  - IntelliQuad<sup>™</sup> 1.0 to 4.0%/foot obscuration.
  - IntelliQuad™ PLUS 1.0 to 4.0%/foot obscuration
- Drift compensation (U.S. Patent 5,764,142).
- Degraded mode in the unlikely event that the CPU2-640 microprocessor fails, FlashScan detectors revert to degraded operation and can activate the CPU2-640 NAC circuits and alarm relay. Each of the four built-in panel circuits includes a Disable/Enable switch for this feature.
- Multi-detector algorithm involves nearby detectors in alarm decision (U.S. Patent 5,627,515).
- · Automatic detector sensitivity testing (NFPA-72 compliant).
- Maintenance alert (two levels).
- Self-optimizing pre-alarm.

### FSL-751 (VERY INTELLIGENT EARLY WARNING) SMOKE DETECTION TECHNOLOGY

- Advanced ONYX intelligent sensing algorithms differentiate between smoke and non-smoke signals (U.S. Patent 5,831,524).
- Addressable operation pinpoints the fire location.

• Early warning performance comparable to the best aspiration systems at a fraction of the lifetime cost.

### FAPT-851 ACCLIMATE PLUS

- Low-Profile Intelligent Multi-Sensor
- Detector automatically adjusts sensitivity levels without operator intervention or programming. Sensitivity increases with heat.
- Microprocessor-based technology; combination photo and thermal technology.
- Low-temperature warning signal at 40°F  $\pm$  5°F (4.44°C  $\pm$  2.77°C).

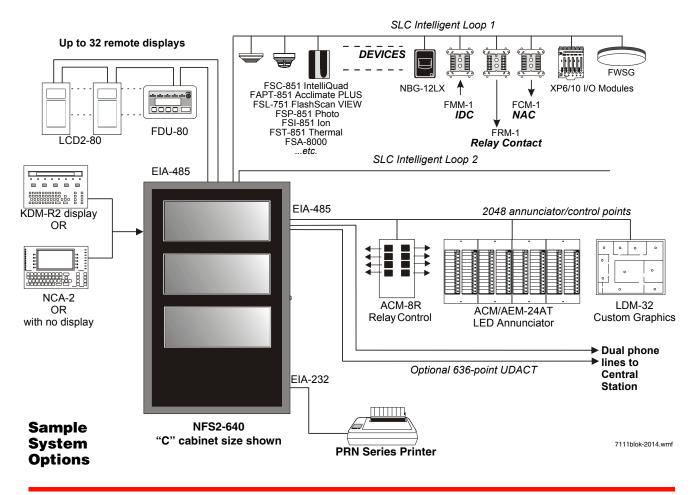
### FSC-851 INTELLIQUAD

### Advanced Multi-Criteria Detector

- Detects all four major elements of a fire (smoke, heat, CO, and flame).
- Automatic drift compensation of smoke sensor and CO cell.
- High nuisance-alarm immunity.

# INTELLIGENT FAAST<sup>®</sup> DETECTORS FSA-5000, FSA-8000, FSA-20000 AND FSA-20000P

- Connects directly to the SLC loop of compatible ONYX series panels.
- Provides five event thresholds that can be individually programmed with descriptive labels for control-by-event programming; uses five detector addresses.
- Uses patented particle separator and field-replaceable filter to remove contaminants.
- · Advanced algorithms reject common nuisance conditions
- FSA-5000 covers 5,000 square feet through one pipe.
- FSA-8000 covers 8,000 square feet through one pipe.
- FSA-20000 covers 28,800 square feet through one to four pipes.



 FSA-20000P covers 28,800 square feet through one to four pipes. Supports addressable pipes to pinpoint location of alarm events

### FCO-851 INTELLIQUAD™ PLUS

## Advanced Multi-Criteria Fire/CO Detector

- Detects all four major elements of a fire.
- Separate signal for life-safety CO detection.
- Optional addressable sounder base for Temp-3 (fire) or Temp-4 (CO) tone.
- · Automatic drift compensation of smoke sensor and CO cell.
- · High nuisance-alarm immunity.

### SWIFT WIRELESS

- · Self-healing mesh wireless protocol.
- Each SWIFT Gateway supports up to 50 devices: 1 wireless gateway and up to 49 SWIFT devices.
- Up to 4 wireless gateways can be installed with overlapping network coverage.

### **R**ELEASING FEATURES

- Ten independent hazards.
- · Sophisticated cross-zone (three options).
- · Delay timer and Discharge timers (adjustable).
- Abort (four options).
- · Low-pressure CO2 listed.

### DIGITAL VOICE AND TELEPHONE FEATURES

- Up to eight channels of digital audio.
- 35, 50, 75, and 100/125 watt digital amplifiers (DAA2/DAX series and DS series; NCA-2 required as primary display).
- Solid-state digital message generation.
- Firefighter telephone option.
- 30- to 120-watt high-efficiency amplifiers (AA Series).
- Backup tone generator and amplifier option.
- NFS2-640 can also integrate with the FirstCommand Emergency Communications System. See DN-60772.

### HIGH-EFFICIENCY OFFLINE SWITCHING

3.0 A Power Supply (6.0 A IN ALARM)

- 120 VAC (NFS2-640); 240 VAC (NFS2-640E).
- Displays battery current/voltage on panel (with display).

### FlashScan, Exclusive World-Leading Detector Protocol

At the heart of the NFS2-640 is a set of detection devices and device protocol — FlashScan (U.S. Patent 5,539,389). FlashScan is an all-digital protocol that gives superior precision and high noise immunity.

In addition to providing quick identification of an active input device, this protocol can also activate many output devices in a fraction of the time required by competitive protocols. This high speed also allows the NFS2-640 to have the largest device per loop capacity in the industry — 318 points — yet every input and output device is sampled in less than two seconds. The microprocessor-based FlashScan detectors have bicolor LEDs that can be coded to provide diagnostic information, such as device address during Walk Test.

### **ONYX Intelligent Sensing**

Intelligent sensing is a set of software algorithms that provides the NFS2-640 with industry-leading smoke detection capability. These complex algorithms require many calculations on each reading of each detector, and are made possible by the high-speed micro-computer used by the NFS2-640.

**Drift Compensation and Smoothing:** Drift compensation allows the detector to retain its original ability to detect actual smoke, and resist false alarms, even as dirt accumulates. It reduces maintenance requirements by allowing the system to automatically perform the periodic sensitivity measurements required by NFPA 72. Smoothing filters are also provided by software to remove transient noise signals, such as those caused by electrical interference.

Maintenance Warnings: When the drift compensation performed for a detector reaches a certain level, the performance of the detector may be compromised, and special warnings are given. There are three warning levels: (1) Low Chamber value; (2) Maintenance Alert, indicative of dust accumulation that is near but below the allowed limit; (3) Maintenance Urgent, indicative of dust accumulation above the allowed limit.

**Sensitivity Adjust:** Nine sensitivity levels are provided for alarm detection. These levels can be set manually, or can change automatically between day and night. Nine levels of pre-alarm sensitivity can also be selected, based on predetermined levels of alarm. Pre-alarm operation can be latching or self-restoring, and can be used to activate special control functions.

**Self-Optimizing Pre-Alarm:** Each detector may be set for "Self-Optimizing" pre-alarm. In this special mode, the detector "learns" its normal environment, measuring the peak analog readings over a long period of time, and setting the pre-alarm level just above these normal peaks.

**Cooperating Multi-Detector Sensing:** A patented feature of ONYX intelligent sensing is the ability of a smoke sensor to consider readings from nearby sensors in making alarm or pre-alarm decisions. Without statistical sacrifice in the ability to resist false alarms, it allows a sensor to increase its sensitivity to actual smoke by a factor of almost two to one.

### **Field Programming Options**

**Autoprogram** is a timesaving feature. The FACP "learns" what devices are physically connected and automatically loads them in the program with default values for all parameters. Requiring less than one minute to run, this routine allows the user to have almost immediate fire protection in a new installation, even if only a portion of the detectors are installed.

Keypad Program Edit (with KDM-R2) The NFS2-640, like all NOTIFIER intelligent panels, has the exclusive feature of program creation and editing capability from the front panel keypad, while continuing to provide fire protection. The architecture of the NFS2-640 software is such that each point entry carries its own program, including control-by-event links to other points. This allows the program to be entered with independent per-point segments, while the NFS2-640 simultaneously monitors other (already installed) points for alarm conditions.

VeriFire<sup>®</sup> Tools is an offline programming and test utility that can greatly reduce installation programming time, and increase confidence in the site-specific software. It is Windows<sup>®</sup>-based and provides technologically advanced capabilities to aid the installer. The installer may create the entire program for the NFS2-640 in the comfort of the office, test it, store a backup file, then bring it to the site and download from a laptop into the panel.

# Placement of Equipment in Chassis and Cabinet

The following guidelines outline the NFS2-640's flexible system design.

**Rows:** The first row of equipment in the cabinet mounts in the chassis shipped with the FACP. Mount the second, third, or fourth rows of equipment in a CHS-4 series chassis or, for Digital Voice Command products, in CA-1 or CA-2. (For DVC-EM and DAA2/ DAX components see *DVC Manual*; for DV c-RM and DAA2/ DAX components see *DVC Manual*; for DS series components see *DS-AMP Manual*; for DVC-AO applications, see *AA Series Installation Manual*). Other options are available; see your panel's installation manual.

**Wiring:** When designing the cabinet layout, consider separation of power-limited and non-power-limited wiring as discussed in the *NFS2-640 Installation Manual*.

**Positions:** A chassis offers four basic side-by-side positions for components; the number of modules that can be mounted in each position depends on the chassis model and the size of the individual module. There are a variety of standoffs and hardware items available for different combinations and configurations of components.

It is critical that all mounting holes of the NFS2-640 are secured with a screw or standoff to ensure continuity of Earth Ground.

**Layers:** The control panel's chassis accepts four layers of equipment, including the control panel. The CPU2-640 fills three positions (left to right) in the first-installed layer (the back of the chassis); its integral power supply occupies the center two positions in the next two layers; the optional display occupies (the left) two positions at the front, flush with the door. Some equipment, such as the NCA-2, may be mounted in the dress panel directly in front of the control panel. The NCA-2 can be used as a primary display for the NFS2-640 (use NCA/640-2-KIT) by directly connecting their network ports (required in Canadian stand-alone applications); see NCA-2 data sheet for mounting options (*DN-7047*).

**Expansion:** Installing an LEM-320 Loop Expander Module adds a second SLC loop to the control panel. The LEM-320 is mounted onto the CPU2-640, occupying the middle-right, second (back) slot on the chassis.

**Networking:** If networking two or more control panels, each unit requires a Network Communication Module or High-Speed Network Communication Module. (HS-NCM can support two nodes; see "Networking Options" on page 4). These modules can be installed in any option board position (see manual), and additional option boards can be mounted in front of the network communication modules.

### **KDM-R2** Controls and Indicators

Program Keypad: QWERTY type (keyboard layout, see figure).

**12 LED indicators:** Power; Fire Alarm; Pre-Alarm; Security; Supervisory; System Trouble; Signals Silenced; Points Disabled; Control Active; Abort; Pre-Discharge; Discharge.

**Keypad Switch Controls:** Acknowledge/Scroll Display; Signal Silence; Drill; System Reset; Lamp Test.

LCD Display: 80 characters (2 x 40) with long-life LED backlight.

### **Product Line Information**

- "Configuration Guidelines" on page 4
- "Networking Options" on page 4
- "Auxiliary Power Supplies and Batteries" on page 4
- "Audio Options" on page 5
- "Compatible Devices, EIA-232 Ports" on page 5
- "Compatible Devices, EIA-485 Ports" on page 5
- "Compatible Intelligent Devices" on page 5
- "Enclosures, Chassis, and Dress Plates" on page 6
- "Other Options" on page 7

### **CONFIGURATION GUIDELINES**

Stand-alone and network systems require a main display. On systems with one FACP (one CPU2-640/-640E), display options are the KDM-R2 or the NCA-2. On network systems (two or more networked fire panel nodes), at least one NCA-2, NCS, or ONYX-Works annunciation device is required. Other options listed as follows;

**KDM-R2:** 80-character backlit LCD display with QWERTY programming and control keypad. Order two BMP-1 blank modules and DP-DISP2 mounting plate separately. *Requires top row of a cabinet. Required for each stand-alone 80-character display system. The KDM-R2 may mount in network nodes to display "local" node information as long as at least one NCA-2 or NCS/ONYX-Works network display is on the system to display network information. (Non-English versions also available: KDM-R2C for ULC application, KDM-R2-FR, KDM-R2-PO, KDM-R2-SP.)* 

NCA-2: Network Control Annunciator, 640 characters. On single *CPU2-640/-640E* systems, the optional NCA-2 can be used as the Primary Display for the panel and connects directly to the *CPU2-640/-640E*. On network systems (two or more networked fire panel nodes), one network display (either NCA-2 or NCS/*ONYXWorks*) is required for every system. On network systems, the NCA-2 connects to (and requires) a standard Network Communication Module Mounts in a row of FACP node or in two annunciator positions. Mounting

options include the DP-DISP2, ADP-4B, or in an annunciator box, such as the ABS-2D. In CAB-4 top-row applications, a DP-DISP2 and two BMP-1 blank modules are required for mounting. Required for NFS2-640 applications employing the DVC-EM with DAL devices. Non-English versions are available. NCA-2 are available for ULC applications. For marine applications, order NCA-2-M; for non-English Marine applications, order NCA-2-M and the appropriate KP-KIT-XX. *See DN-7047*.

**CPU2-640:** Central processing unit (CPU) with integral 3.0 A (6.0 A in alarm) power supply for an NFS2-640 system. Includes control panel factory-mounted on a chassis; one Signaling Line Circuit expandable to two; documentation kit. *Order one per system or as necessary (up to 103 network nodes) on a network system. (Non-English versions also available: CPU2-640-FR, CPU2-640-PO, CPU2-640-SP.)* 

**CPU2-640E:** Same as CPU2-640 but requires 240 VAC, 1.5 A, (3.0 A in alarm). (*Non-English versions also available: CPU2-640E-PO, CPU2-640E-SP.*)

**NCA/640-2-KIT:** Bracket installation kit required to mount NCA-2 to the CPU2-640/-640E's standard chassis.

**DP-DISP2:** Dress panel for top row in cabinet with CPU2-640/ 640E installed.

ADP2-640: Dress panel for middle rows with CPU2-640/640E.

BMP-1: Blank module for unused module positions.

BP2-4: Battery plate, required.

**LEM-320:** Loop Expander Module. Expands each NFS2-640 to two Signaling Line Circuits. *See DN-6881*.

### **NETWORKING OPTIONS**

**NCM-W, NCM-F:** Standard Network Communications Modules. Wire and multi-mode fiber versions available. *See DN-6861*.

**HS-NCM-W/MF/SF/WMF/WSF/MFSF:** High-speed Network Communications Modules that can connect to two nodes. Wire, single-mode fiber, multi-mode fiber, and media conversion models are available. *See DN-60454*.

**RPT-W, RPT-F, RPT-WF:** Standard-network repeater board with wire connection (RPT-W), multi-mode fiber connection (RPT-F), or allowing a change in media type between wire and fiber (RPT-WF). Not used with high-speed networks. *See DN-6971*.

**ONYXWorks:** UL-listed graphics PC workstation, software, and computer hardware. *See DN-7048 for specific part numbers.* 

NFN-GW-EM-3: NFN Gateway, embedded. (Replaces NFN-GW-EM.) See DN-60499.

NWS-3: NOTI•FIRE•NET™ Web Server. See DN-6928.

CAP-GW: Common Alerting Protocol Gateway. See DN-60756.

VESDA-HLI-GW: VESDAnet high-level interface gateway. See DN-60753.

**LEDSIGN-GW:** UL-listed sign gateway. Interfaces with classic and high-speed NOTI•FIRE•NET networks through the NFN Gateway. *See DN-60679.* 

OAX2-24V: UL-listed LED sign, used with LEDSIGN-GW. See DN-60679.

### **AUXILIARY POWER SUPPLIES AND BATTERIES**

**ACPS-610:** 6.0 A or 10.0 A addressable charging power supply. *See DN-60244.* 

**APS2-6R:** Auxiliary Power Supply. Provides up to 6.0 amperes of power for peripheral devices. Includes battery input and transfer relay, and overcurrent protection. Mounts on two of four positions on a CHS-4L or CHS-4 chassis. *See DN-5952.* 

FCPS-24S6/S8: Remote 6 A and 8 A power supplies with battery charger. *See DN-6927.* 

BAT Series: Batteries. NFS2-640 uses two 12 volt, 18 to 200 AH batteries. See DN-6933.

### AUDIO OPTIONS

**NOTE:** For mounting hardware, see "Enclosures, Chassis, and Dress Plates" on page 6 and peripheral data sheets.

**DVC-EM:** Digital Voice Command, digital audio processor with message storage for up to 32 minutes of standard quality (4 minutes at high quality) digital audio. Capable of playing up to eight simultaneous messages when used with Digital Audio Loop (DAL) devices. *See DN-7045.* 

**DVC-RPU**: Digital Voice Command Remote Paging Unit for use with DVC-EM. Includes the keypad/display. *See DN-60726*.

**DS-DB**: Digital Series Distribution Board, provides bulk amplification capabilities to the DVC-EM while retaining digital audio distribuition capabilities. Can be configured with up to four DS-AMPs, supplying high-level risers spread throughout an installation. *See DN-60565.* 

**DVC-KD:** DVC-EM keypad for local annunciation and controls; status LEDs and 24 user-programmable buttons. *See DN-7045.* 

**DS-AMP/E**: 125W, 25 VRMS, or 100W, 70VRMS. 70VRMS requires DS-XF70V step-up transformer. Digital Series Amplifier, part of the DS-DB system. *See DN-60663.* 

**DS-RFM, DS-FM, DS-SFM**: Fiber conversion modules for DVC-EM, DS-DB distribution board, and DAX and DAA2 Series amplifiers. *See DN-60633*.

**DVC-AO:** DVC Analog Output board provides four analog output circuits for use with AA Series amplifiers. Four-channel operation supported. *See DN-7045.* 

DAA2-5025(E): 50W, 25 Vrms Digital Audio Amplifier assembly with power supply; includes chassis. *See DN-60556.* 

**DAA2-5070(E):** 50W, 70.7 Vrms Digital Audio Amplifier assembly with power supply; includes chassis. *See DN-60556.* 

DAA2-7525(E): 75W, 25 Vrms digital audio amplifier assembly with power supply; includes chassis. *See DN-60556*.

**DAX-3525(E):** 35W, 25 Vrms Digital Audio Amplifier assembly with power supply, includes chassis. *See DN-60561.* 

**DAX-3570(E):** 35W, 70.7 Vrms Digital Audio Amplifier assembly with power supply, includes chassis. *See DN-60561*.

**DAX-5025(E):** 50W, 25 Vrms Digital Audio Amplifier assembly with power supply, includes chassis. *See DN-60561.* 

**DAX-5070(E):** 50W, 70.7 Vrms Digital Audio Amplifier assembly with power supply, includes chassis. *See DN-60561*.

**TELH-1:** Firefighter's Telephone Handset for use with the DVC-EM when mounted in the CA-2 chassis. *See DN-7045.* 

**CMIC-1:** Optional microphone and microphone well assembly used with the CA-1 chassis.

**RM-1/RM-1SA:** Remote microphone assemblies, mount on ADP-4 (RM-1) dress panel or CAB-RM/-RMR (RM-1SA) stand-alone cabinets. *See DN-6728.* 

**AA-30:** Audio Amplifier, 30 watts, 25 Vrms. Includes amplifier and audio input supervision, backup input, and automatic switchover, power supply, cables. *See DN-3224.* 

**AA-120/AA-100:** Audio Amplifier provides up to 120 watts of 25 VRMS audio power for the NFS-640. The amplifier contains an integral chassis for mounting to a CAB-B4, -C4, or -D4 backbox (consumes one row). Switch-mode power. Includes audio input and amplified output supervision, backup input, and automatic switchover to backup tone. Order the AA-100 for 70.7 VRMS systems and 100 watts of power. *See DN-3224*.

**DAA Series Digital Audio Amplifiers**: Legacy DAA Series amplifiers are compatible with DVC-EM systems running SR4.0. For specific information on DAA-50 series amplifiers, refer to DN-7046. For information on DAA-7525 Series, refer to DN-60257.

**NFC-25/50:** 25 watt, 25 VRMS, emergency Voice Evacuation Control Panel (VECP) with integral commercial microphone, digital message generator, and single-/dual-channel Class A or Class B speaker circuits. *See DN-60772*.

### **COMPATIBLE DEVICES, EIA-232 PORTS**

PRN-7: 80-column printer. See DN-60897.

VS4095/5: Printer, 40-column, 24V. Mounted in external backbox. See DN-3260.

**DPI-232:** Direct Panel Interface, specialized modem for extending serial data links to remotely located FACPs and/or peripherals. *See DN-6870.* 

### COMPATIBLE DEVICES, EIA-485 PORTS

**ACM-24AT:** ONYX Series ACS annunciator – up to 96 points of annunciation with Alarm or Active LED, Trouble LED, and switch per circuit. Active/Alarm LEDs can be programmed (by powered-up switch selection) by point to be red, green, or yellow; the Trouble LED is always yellow. *See DN-6862.* 

**AEM-24AT:** Same LED and switch capabilities as ACM-24AT, expands the ACM-24AT to 48, 72, or 96 points. *See DN-6862.* 

**ACM-48A:** ONYX Series ACS annunciator – up to 96 points of annunciation with Alarm or Active LED per circuit. Active/Alarm LEDs can be programmed (by powered-up switch selection) in groups of 24 to be red, green, or yellow. Expandable to 96 points with one AEM-48A. *See DN-6862*.

**AEM-48A:** Same LED capabilities as ACM-48A, expands the ACM-48A to 96 points. *See DN-6862.* 

**ACM-8R:** Remote Relay Module with eight Form-C contacts. Can be located up to 6,000 ft. (1828.8 m) from panel on four wires. *See DN-3558.* 

**FDU-80:** Terminal mode. 80-character, backlit LCD display. Mounts up to 6,000 ft. (1828.8 m) from panel. Up to 32 per FACP. *See DN-6820.* 

**LCD2-80:** Terminal and ACS mode. 80-character, backlit LCD display. Mounts up to 6,000 ft. (1828.8 m) from panel. Up to 32 per FACP. *See DN-60548*.

**LDM:** Lamp Driver Modules LDM-32, LDM-E32, and LDM-R32; remote custom graphic driver modules. *See DN-0551*.

**SCS:** Smoke control stations SCS-8, SCE-8, with lamp drivers SCS-8L, SCE-8L; eight (expandable to 16) circuits (HVAC only). *See DN-4818.* 

**TM-4:** Transmitter Module. Includes three reverse-polarity circuits and one municipal box circuit. Mounts in panel module position (single-address-style) or in CHS2-M2 position. *See DN-6860.* 

**UDACT-2:** Universal Digital Alarm Communicator Transmitter, 636 channel. *See DN-60686.* 

**UZC-256:** Programmable Universal Zone Coder provides positive non-interfering successive zone coding. Microprocessor-controlled, field-programmable from IBM<sup>®</sup>-compatible PCs (requires optional programming kit). Up to 256 programmable codes. Mounts in **BB-UZC** or other compatible chassis (purchased separately). *See DN-3404.* 

### **COMPATIBLE INTELLIGENT DEVICES**

NOTE: "A" suffix indicates ULC-Listed model.

FWSG Wireless SWIFT Gateway: Addressable gateway supports wireless SLC devices. Not appropriate for ULC applications. *See DN-60820.* 

**FSA-5000:** Intelligent FAAST<sup>®</sup> XS Fire Alarm Aspiration Sensing Technology. Intelligent aspirating smoke detector for applications up to 5,000 sq.ft. For Canadian applications, order FSA-5000A.

**FSA-8000:** Intelligent FAAST<sup>®</sup> XM Fire Alarm Aspiration Sensing Technology. Intelligent aspirating smoke detector for applications up to 8,000 sq.ft. For Canadian applications, order FSA-8000A. *See DN-60792.* 

**FSA-20000:** Intelligent FAAST<sup>®</sup> XT Fire Alarm Aspiration Sensing Technology. Intelligent aspirating smoke detector for applications up to 28,800 sq.ft. For Canadian applications, order FSA-20000A. *See DN-60849.* 

**FSA-20000P** FAAST<sup>®</sup> XT PRO Intelligent Aspiration Detector For applications up to 28,800 sq. ft. (2601 sq. m.) through one to four addressable pipes. *See DN-60792* 

FSB-200(A): Intelligent beam smoke detector. See DN-6985.

FSB-200S(A): Intelligent beam smoke detector with integral sensitivity test. See DN-6985.

FSC-851(A): FlashScan IntelliQuad Advanced Multi-Criteria Detector. See DN-60412.

FCO-851(A): FlashScan IntelliQuad PLUS Advanced Multi-Criteria Fire/CO Detector. See DN-60689.

FSI-851(A): Low-profile FlashScan ionization detector. See DN-6934.

FSP-851(A): Low-profile FlashScan photoelectric detector. See DN-6935.

**FSP-851T(A):** FSP-851 plus dual electronic thermistors that add 135°F (57°C) fixed-temperature thermal sensing. *See DN-6935.* 

FSP-851R(A): FSP-851, remote-test capable. For use with DNR(W). See DN-6935.

FST-851(A): FlashScan thermal detector 135°F (57°C). See DN-6936.

FST-851R(A): FlashScan thermal detector 135°F (57°C) with rateof-rise. *See DN-6936*.

FST-851H(A): FlashScan 190°F (88°C) high-temperature thermal detector. See DN-6936.

FAPT-851(A): FlashScan Acclimate Plus low-profile multi-sensor detector. *See DN-6937.* 

FSL-751(A): FlashScan VIEW laser photo detector. See DN-6886.

**DNR(A):** InnovairFlex low-flow non-relay duct-detector housing (order FSP-851R separately). Replaces FSD-751PL/FSD-751RPL. *See DN-60429.* 

**DNRW(A):** Same as above with NEMA-4 rating, watertight. *See DN-60429.* 

B224RB: Low-profile relay base. See DN-60054.

B224BI: Isolator base for low-profile detectors. See DN-60054.

**B210LP:** Low-profile base. Standard U.S. style. Replaces B710LP. *See DN-60054.* 

B501(A): European-style, 4" (10.16 cm) base. See DN-60054.

**B200S:** Intelligent programmable sounder base, capable of producing a variety of tone patterns including ANSI Temporal 3. Compatible with sychronization protocol. See DN-60054.

B200S-LF: Low-frequency version of B200S. See DN-60054.

**B200SCOA:** Based on B200SA, with added CO detector markings in English/French. For Canadian applications only.

**B200SR**: Sounder base, Temporal 3 or Continuous tone. *See DN-60054.* 

B200SR-LF: Low-frequency version of B200SR. See DN-60054.

FMM-1(A): FlashScan monitor module. See DN-6720.

FDM-1(A): FlashScan dual monitor module. See DN-6720.

FZM-1(A): FlashScan two-wire detector monitor module. See DN-6720.

FMM-101(A): FlashScan miniature monitor module. See DN-6720.

**FTM-1(A):** Firephone Telephone Module connects a remote firefighter telephone to a centralized telephone console. Reports status to panel. Wiring to jacks and handsets is supervised. See DN-6989.

FCM-1(A): FlashScan control module. See DN-6720.

FCM-1-REL(A): FlashScan releasing control module. See DN-60390.

FRM-1(A): FlashScan relay module. See DN-6720.

FDRM-1(A): FlashScan dual monitor/dual relay module. See DN-60709.

NBG-12LX: Manual pull station, addressable. See DN-6726.

**ISO-X:** Isolator module. *See DN-2243.* 

**ISO-6**: Six Fault isolator module. For Canadian applications order ISO-6A. *See DN-60844.* 

XP6-C(A): FlashScan six-circuit supervised control module. See DN-6924.

**XP6-MA(A):** FlashScan six-zone interface module; connects intelligent alarm system to two-wire conventional detection zone. *See DN-6925.* 

**XP6-R(A):** FlashScan six-relay (Form-C) control module. *See DN-6926.* 

XP10-M(A): FlashScan ten-input monitor module. See DN-6923.

**SLC-IM:** SLC integration module, for VESDAnet detectors. *See DN-60755.* 

### ENCLOSURES, CHASSIS, AND DRESS PLATES

**CAB-4 Series Enclosure:** NFS2-640 mounts in a standard CAB-4 Series enclosure (available in four sizes, "A" through "D"). Backbox and door ordered seperately; requires BP2-4 battery plate. A trim ring option is available for semi-flush mounting. *See DN-6857.* 

**EQ Series Cabinets:** EQ series cabinets will house amplifiers, power supplies, battery chargers and control modules. EQ cabinets are available in three sizes, "B" through "D". *See DN-60229*.

**CAB-BM Marine System:** Protects equipment in shipboard and waterfront applications. Also order **BB-MB** for systems using 100 AH batteries. For a full list of required and optional equipment, see *DN-60688*.

CHS-4: Chassis for mounting up to four APS-6Rs.

**CHS-4L:** Low-profile four-position Chassis. Mounts two AA-30 amplifiers or one AMG-E and one AA-30.

**DP-1B:** Blank dress panel. Provides dead-front panel for unused tiers; covers DAA2/DAX series or AA-series amplifier.

NFS-LBB: Battery Box (required for batteries larger than 26 AH).

NFS-LBBR: Same as above but red.

**CHS-BH1:** Battery chassis; holds two 12.0 AH batteries. Mounts one the left side of DAA2 chassis. See DN-7046.

**CA-1:** Chassis, occupies one tier of a CAB-4 Series enclosure. The left side accommodates one DVC-EM and a DVC-KD (optional); and the right side houses a CMIC-1 microphone and its well (optional). *See DN-7045.* 

**CA-2:** Chassis assembly, occupies two tiers of a CAB-4 Series enclosure. The left side accommodates one DVC-EM mounted on a half-chassis and one NCA-2 mounted on a half-chassis. The right side houses a microphone/handset well. The CA-2 assembly includes CMIC-1 microphone. ADDR Series doors with two-tier visibility are available for use with the CA-2 configuration: ADDR-B4, ADDR-C4, ADDR-D4 (below).

**CFFT-1:** Chassis to mount firefighter's telephone and one ACS annunciator in a CAB-4 row. Includes TELH-1 firefighter's handset for the DVC-EM, chassis, phone well and mounting hardware. Order DP-CFFT dress panel separately.

**DP-CFFT:** CFFT-1 dress panel. Requires BMP-1 if no ACS annunciator is installed.

**ADDR-B4\*:** Two-tier-sized door designed for use with the CA-2 chassis configuration. ADDR Series doors are similar to CAB-4 Series "DR" doors, but a clear window space exposes the top two tiers of the CAB-4 enclosure. Use an SBB-B4 backbox with the ADDR-B4. *See DN-7045, DN-6857.* 

**ADDR-C4\*:** Three-tier-sized door, designed for use with the CA-2 chassis configuration. ADDR Series doors are similar to CAB-4 Series "DR" doors, but a clear window space exposes the top two tiers of the CAB-4 enclosure. Use an SBB-C4 backbox with the ADDR-C4. *See DN-7045, DN-6857.* 

**ADDR-D4\***: Four-tier-sized door designed for use with the CA-2 chassis configuration. ADDR Series doors are similar to CAB-4 Series "DR" doors, but a clear window space exposes the top two tiers of the CAB-4 enclosure. Use an SBB-D4 backbox with the ADDR-D4. *See DN-7045, DN-6857.* 

\*Use ADDR-B4/C4/D4 when CA-2 chassis is installed in top two rows with NCA-2 or BP-CA2. Use standard door when CA-2 is not installed in top two rows. For additional configuration information, see the DVC application guide on <u>http://esd.notifier.com</u>.

**DPA-1:** Dress panel, used with the CA-1 chassis when configured with a DVC-EM, DVC-KD, and CMIC-1. *See DN-7045.* 

DPA-2B: Dress panel used with CA-2 chassis assembly.

**VP-2B:** Dress panel, required when CA-2 chassis is installed in the top two cabinet rows.

**DPA-1A4:** Dress panel, used with the CA-1 chassis when the CMIC-1 is not used. Provides mounting options on right two bays for two ACS annunciators, or for blank plates. *See DN-7045.* 

**BP-CA2:** Blank plate for CA-2 chassis.

**SEISKIT-CAB:** Seismic mounting kit. Required for seismic-certified applications with NFS2-640 and other equipment mounted in CAB-4 Series Enclosures. Includes battery bracket for two 26 AH batteries.

**SEISKIT-LBB:** Seismic kit for the NFS-LBB. Includes battery bracket for two 55 AH batteries.

### **BACKBOXES**

NOTE: "C" suffix indicates ULC-Listed model.

ABF-1B(C) Annunciator Flush Box.

ABF-1DB(C) Annunciator Flush Box with Door.

ABF-2B Annunciator Flush Box

ABF-2DB/C Annunciator Flush Box with Door

ABF-4B Annunciator Flush Box

ABS-1TB(C) Annunciator Surface Box

ABS-1B(C) Annunciator Surface Box

**ABS-2B** Annunciator Surface Box

ABS-2D(C) Annunciator Surface Box

**ABS-4D(C)** Annunciator Surface Box

**BB-UZC:** Backbox for housing the UZC-256 in applications where the UZC-256 will not fit in panel enclosure. Black; for red, order BB-UZC-R.

### **OTHER OPTIONS**

411: Slave digital alarm communicator. See DN-6619.

411UDAC: Digital alarm communicator. See DN-6746.

**IPDACT-2/2UD, IPDACT Internet Monitoring Module:** Connects to primary and secondary DACT telephone output ports for internet communications over customer-provided Ethernet connection. Requires compatible Teldat VisorALARM Central Station Receiver. Can use DHCP or static IP. *See DN-60408*.

**IPCHSKIT:** IP Communicator Chassis Mounting Kit. For mounting an IPDACT-2/2UD onto the panel chassis or CHS-4 series chassis. Use IPENC for external mounting applications.

**IPSPLT:** Y-adapter option allow connection of both panel dialer outputs to one IPDACT-2/2UD cable input.

**IPENC:** External enclosure for IPDACT, includes IPBRKT mounting bracket; Red. For Black order IPENC-B.

**IPGSM-4G:** Internet and Digital Cellular Fire Alarm Communicator. Provides selectable configurable paths: cellular only, IP only, or IP primary with cellular backup. Connects to the primary and secondary ports of a DACT. For Canadian applications order IPGSM-4GC. *See DH-60769.* 

**NOTE:** For other options including compatibility with retrofit equipment, refer to the panel's installation manual, the SLC manual, and the Device Compatibility Document.

# **System Specifications**

SYSTEM CAPACITY

- Intelligent Signaling Line Circuits ......1 expandable to 2
- Intelligent detectors ...... 159 per loop
- Addressable monitor/control modules ...... 159 per loop
- Special programming zones.....14

**NOTE:** The NCA-2 supports up to 96 annunciator address points per ACM-24AT/-48A.

### **ELECTRICAL SPECIFICATIONS**

- Primary input power:
  - CPU2-640 board: 120 VAC, 50/60 Hz, 5.0 A.
  - CPU2-640E board: 220/240 VAC, 50/60 Hz, 2.5 A.
- Current draw (standby/alarm):
  - CPU2-640(E) board: 0.250 A. Add 0.035 A for each NAC in use.
  - KDM-R2: 0.100 A.
  - LEM-320: 0.100 A.
- Total output 24 V power: 6.0 A in alarm.

**NOTE:** The power supply has a total of 6.0 A. of available power. This is shared by all internal circuits. See Installation Manual for a complete current draw calculation sheet.

- Standard notification circuits (4): 1.5 A each.
- Resettable regulated 24V power: 1.25 A.
- Two non-resettable regulated 24V power outputs:
  - 1.25 A.
  - 0.50 A.
- Non-resettable 5V power: 0.15 A.
- Battery charger range: 18 AH 200 AH. Use separate cabinet for batteries over 26 AH.
- Float rate: 27.6 V.

### **CABINET SPECIFICATIONS**

 Systems can be installed in CAB-4 Series cabinets (four sizes with various door options, see DN-6857). Requires BP2-4 Battery Plate.

### SHIPPING WEIGHT

- CPU2-640/-640: 14.3 lb (6.49 kg).
- CPU2-640/-640E: 14.55 lb (6.60 kg).

### TEMPERATURE AND HUMIDITY RANGES

This system meets NFPA requirements for operation at  $0 - 49^{\circ}C/32 - 120^{\circ}F$  and at a relative humidity  $93\% \pm 2\%$  RH (noncondensing) at  $32^{\circ}C \pm 2^{\circ}C$  ( $90^{\circ}F \pm 3^{\circ}F$ ). However, the useful life of the system's standby batteries and the electronic components may be adversely affected by extreme temperature ranges and humidity. Therefore, it is recommended that this system and its peripherals be installed in an environment with a normal room temperature of  $15 - 27^{\circ}C/60 - 80^{\circ}F$ .

### AGENCY LISTINGS AND APPROVALS

The listings and approvals below apply to the basic NFS2-640 control panel. In some cases, certain modules may not be listed by

certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- UL/ULC Listed: S635.
- ULC Listed: S527-11
- FM Approved.
- MEA: 128-07-E.
- Fire Dept. of New York: #6212.
- CSFM: 7165-0028:0243.
- City of Chicago.
- City and County of Denver.
- CCCF listed.

**Marine Applications:** Marine approved systems must be configured using components itemized in this document. (See Main System Components, in "Product Line Information.) Specific connections and requirements for those components are described in the installation document, PN 54756. When these requirements are followed, systems are approved by the following agencies:

- US Coast Guard 161.002/50/0, 161.002/55/0 (Standard 46 CFR and 161.002).
- Lloyd's Register 11/600013 (ENV 3 category).
- American Bureau of Shipping (ABS) Type Approval.

NOTE: For information on marine applications, see DN-60688.

### **S**TANDARDS

The NFS2-640 complies with the following UL Standards and NFPA 72, International Building Code (IBC), and California Building Code (CBC) Fire Alarm Systems requirements:

- UL 864, 9th Edition (Fire).
- UL 1076 (Burglary).
- UL 2572 (Mass Notification Systems). (NFS2-640 version 20 or higher.)
- ULC-S527-11 Standard for the Installation of Fire Alarm Systems.
- LOCAL (Automatic, Manual, Waterflow and Sprinkler Supervisory).
- AUXILIARY (Automatic, Manual and Waterflow) (requires TM-4).
- **REMOTE STATION** (Automatic, Manual, Waterflow and Sprinkler Supervisory) (requires TM-4).
- **PROPRIETARY** (Automatic, Manual and Waterflow). *Not applicable for FM.*
- EMERGENCY VOICE/ALARM.
- **OT, PSDN** (Other Technologies, Packet-switched Data Network).
- IBC 2012, IBC 2009, IBC 2006, IBC 2003, IBC 2000 (Seismic).
- CBC 2007 (Seismic).



This document is not intended to be used for installation purposes. We try to keep our product information up-to-date and accurate. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.



For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com

FFRING & MANIIFACTIIRI

UALITY SYSTEMS



LISTING No.:	7165-0028:0243
CATEGORY:	7165 - FIRE ALARM CONTROL UNIT (COMMERCIAL)
LISTEE:	Notifier One Fire-Lite Place, Northford, CT, 06472 Contact: Brant,Lisa (203) 484-6105 (203) 484-7309 Email: lisa.brant@honeywell.com
DESIGN:	Models NFS2-640, NFS-320/C (R), and NFS-320SYS fire alarm control units. Local, auxiliary, remote station (PPU), proprietary (PPU), central station (PPU), manual, automatic, waterfowl and sprinkler supervisory services. Also suitable for releasing service, Process Management and Emergency Voice/Alarm communication System *. Model numbers may be followed by an "R" suffix representing the enclosure color being red. Refer to listee's data sheet for additional detailed product description and operational considerations. System components:
	ACM-8R, -16AT, -32A, -24AT, -48A; Annunciator Control Modules
	ACPS-610, AMPS-24; Addressable power supply/charger
	ADP-4B, -A4, -1, -2, DP-DISP2; Dress Panel
	AEM-16AT, -32A, -24AT, -48A; Annunciator Expander Modules
	AFM-16A, -16AT, -32A; Annunciator Fixed Modules
	AKS-1B; Annunciator Key Switch
	APS2-6R; Power supply
	BB-100, -200, NFS-LBB/-LBBR; Battery Boxes
	BGRA-SCS, BGRB-SCS; Smoke Control Station
	BMP-1; Blank Module
	BP-4, BP2-4; Battery Dress Plates
	CAB-3/-4 Series; Enclosure
	CAB-RP, CAB-RPR; Cabinets
	CEF-SCS; Smoke Control Station
	CHS-4, CHS-4N, CHS-4L; Chassis
	CPU2-640, CPU-320SYS; CPU Board
	CRT-2; Display Terminal
	DP-1B; Blank Panel
	DPA-1A4/1/2, DP-DISP2; Dress Panel
	DPI-232; Panel Interface



DR-A4, DR-A4B, DR-A4BR, DR-A4R; Door Assembly	
DR-AA4, DR-AA4B, DR-AA4BR, DR-AA4R; Door Assembly	
DR-B3F; Door Assembly	
DR-B4, DR-B4B, DR-B4BR, DR-B4R; Door Assembly	
DR-C4, DR-C4B, DR-C4BR, DR-C4R; Door Assembly	
DR-D4, DR-D4B, DR-D4BR, DR-D4R; Door Assembly	
EQ Series; Cabinets	
EQBB-B4, EQBB-C4, EQBB-D4; Backbox Assembly	
EQDR-B4, EQDR-C4, EQDR-D4; Door Assembly	
FCM-1, FCM-1-REL; Releasing Control Module	
FCPS-24S6, -24S8; Field Charger/Power Supply	
FDM-1; Dual Monitor Module	
FDRM-1:Multiple Module with two Relay Outputs	
FDU-80/-80G; Remote Annunciator	
FIRSTVISION-LCD/ENC; Interactive Firefighters' display/enclosure	
FRM-1; Relay Module	
FTM-1; Control Module	
FZM-1, FMM-1, FMM-101; Monitor Modules	
HS-NCM-W/-MF/-SF/-WMF/-WSF/-MSSF; High Speed Network Control Modules	
IPDACT-2/-2UD; IP Fire Alarm Communicator	
ISO-X; Isolator Module	
KAPS-24, CPS-24; Power Supply	
KDM-R2; Keyboard Display Module	
LCD-80, -160; Annunciators	
LCD-80TM; Annunciator Terminal Module LCD	
LCD2-80; Remote Annunciator	
LDM-32/-E32/-R32; Lamp Driver Module	
LEM-320/ELEM-320; Loop Expander Module	
NBG-12LRA; Agent Releasing Abort Station	
NBG-12LX; Addressable Manual Pull Station	



NCA, NCA-2; Network Communication Annunciator	
NCM-W, -F; Network Control Module	
NCS4-W-ONYX, NCS4-F-ONYX; Network Control Station	
NCS5-W-ONYX, NCS5-F-ONYX; Network Control Station	
NFS-LBB/NFS-LBBR; Battery Box/Red	
NFS-320SYS; Chassis	
NFV-25/50, NFV-25/50ZS/ZST; Voice Evacuation Control Panels	
NFV-25/50DA, NFV-25/50DAZS; Distributed Audio Panels	
ONYXWorks-EW/-NW-/NF/-HNW/-HNMF/-HNSF/-TS/-EW-TS/-NF-TS/-HW-TS/	
-HNMFT/-HNSFT/-HNWT; PC workstation for NOTI?FIRE?NET, Wire/Fiber/	
with Touch screen monitors	
PRN-6; Printer	
RKS-S; Remote Security Key Switch	
RPT-W, -485W; Repeater Wire	
RPT-F; Repeater Fiber	
RPT -485FW; Repeater Fiber/Wire	
RSA-SCS, RSB-SCS, RSC-SCS, RSD-SCS, RSE-SCS; Smoke Control Station	
SBB-A3F; Backbox Assembly	
SBB-A4, SBB-A4R, SBB-AA4, SBB-AA4R; Backbox Assembly	
SBB-B4, SBB-B4R-L8, SBB-C4, SBB-C4R; Backbox Assembly	
SBB-D4, SBB-D4R; Backbox Assembly	
SCE-8; Smoke Control Expander	
SCS-8L; Smoke Control Lamp Driver Station	
SCE-8L; Smoke Control Expander Lamp	
SCS-8; Smoke Control Station	
STS-1; Security Tamper Switch	
TM-4; Transmitter Module	
TR-A4/-B3N/-B4/-C4/-D3N/-D4; Trim Ring	
UDACT, UDACT-2; Universal DACT	
UZC-256; Universal Zone Coder	
VP-2B; Dress Panel	



	XP5-C/-M; Transponder Modules	
	XP6-C; Supervised Control Modules	
	XP6-MA; Six Zone Interface Modules	
	XP6-R; Six Relay Control Modules	
	XP10-M(A); Ten Input Monitor Modules	
	XPM-8L; Transponder Monitor Modules	
	The following models are intended for use on NFS2-640 only:	
	AA-30, -100, -120; Amplifiers	
	ACT-1, -2, -4, -25, -70; Audio Coupling Transformer	
	ADDR-B4/-B4R/-C4/-C4R/-D4/-D4R; Door Assemblies	
	AMG-E; Audio Message Generator	
	AVL-1; Audio Voice Link	
	BDA-25V/-70V; Backup Digital Audio Amplifiers	
	CHS2-M2, CA-1, CA-2; Chassis	
	CMIC-1, CMIC-RP; Microphone Assembly	
	DAA-5025/-5070; Digital Audio Amplifiers	
	DAA-5025F/DAA-5025SF; Digital Audio Amplifiers	
	DAA-5070F/DAA-5070SF; Digital Audio Amplifiers, Fiber Mode	
	DAA-75 Series; Digital Audio Amplifiers	
	DAA-7525, DAA-7525F, DAA-7525SF; Digital Audio Amplifiers	
	DAA2-5025/-5070/-7525; Digital Audio Amplifiers	
	DAX-3525/-3570/-5025/-5070; Digital Audio Amplifiers	
	DS-AMP/E; Digital Series Audio Amplifier	
	DS-BDA; Digital Series Backup Amplifier	
	DS-DB; Digital Series Distribution Board	
	DS-FM, DS-RFM, DS-SFM; Digital Series Fiber Module	
	DVC; Digital Voice Command	
	DVC-EM/-EMF/-EMSF; Digital Voice Command Extended Memory Module	



# LISTING SERVICE

	DVC-RPU; Remote Paging Unit
	FFT-7, -7S; Fire Fighter's Telephone
	FHS; Fireman's Handset
	FPJ; Fireman's Phone Jack
	RM-1, RM-1SA; Remote Microphone
	TELH-1; Telephone Assembly
	XPIQ; Transponder Quad Intelligent Audio
RATING:	
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes & ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, model number, electrical ratings, and UL Label
APPROVAL:	Listed as fire alarm control units suitable for use in high-rise applications when used in conjunction with separately listed compatible initiating and indicating devices. *Control units may be used with Notifier's First Command NFC-50/100 emergency voice evacuation panals (CSFM # 6911-0028:0265). This control unit can generate the temporal code pattern fire alarm signal as required per NFPA 72. Refer to manufacturer's Installation Manual for details. This control unit meets the requirements of UL Standard 864, 9th Edition.
NOTES:	1. For Fire Alarm Verification feature (delay of fire alarm signal), the maximum Retard/Reset/Restart period shall not exceed 30 Seconds.
	2. Combined with 7170-028:244

\*Rev. 10-29-13 gt



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

## Date Issued: 04/30/2024

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division Listing Expires: 06/30/2025

# **DVC Series**

**Voice Control Systems** 

NOTIFIER®

by Honeywell

### General

The DVC is the heart of an integrated, full-featured Audio Command Center. The DVC Digital Voice Command combines the capabilities of a powerful digital audio processor, an event-driven audio message generator, and a router. Designed for use with Digital Audio Loop (DAL) devices such as DAA2, DAX and DAA series digital amplifiers as well as the DS-DB, each DVC supports a dedicated audio network with up to eight channels of audio, five channels of firefighter telephone communications, and control and supervision for up to 32 DAL devices. The DVC has two wire digital audio ports to connect to wire DAL segments. Either or both ports may be converted to multi-mode fiber or single-mode fiber using fiber option modules. Larger audio systems incorporating hundreds of amplifiers can be created by networking additional DVC units via **NOTI+FIRE+NET**<sup>™</sup>.

The DVC may be networked with ONYX® Series panels via **NOTI** • **FIRE** • **NET** with an NCA-2, or with an NFS2-3030 (running in network monitor mode). A DVC can be connected directly with a single NFS2-640 or NFS2-3030 Fire Alarm Control Panel (FACP) to create a standalone integrated audio solution as well. Refer to the DVC manual for details.

When used as an Audio Command Center with Emergency Paging capability, the optional DVC-KD Keypad Display is required.

**NOTE:** Unless otherwise noted, the term "DVC" refers to the DVC-EM.

### **Features**

- Programmable from NUP port using VeriFire® Tools.
- Up to 32 minutes of standard quality or 4 minutes of high quality digital audio storage of user-selected/created messages and tones. Supports twisted-pair wire media. Supports single- and multi-mode fiber-optic media when used with fiber option modules.
- 4-channel analog audio supported with optional DVC-AO
- Up to 1000 audio sequences.
- Message prioritization.
- Equations support flexible programming for distribution of messages.
- Electrically isolated digital audio ports for direct connection with up to 32 Digital Audio Loop (DAL) devices. Style 4 or 7 configurations supported.
- Optional DS-RFM, DS-FM, and DS-SFM fiber modules may be used to convert one or both Digital Audio Ports for operation with single-mode or multi-mode fiber.
- DCC (Display and Control Center) capabilities when used with optional DVC-KD.
- Firefighters' Telephone Communications to local FFT riser on DVC, 32 local DAL device FFT risers, and FFT communication to additional command stations via NOTI-FIRE-NET.
- Local paging microphone option.
- · Remote microphone options.
- Optional Digital Voice Command Remote Paging Unit (DVC-RPU), or DVC-RPU mode.



DVC Shown using CA-2 mounting option, SBB-C4, and ADDR-C4 door.

- Broad All-Call functionality when used with DVC-KD (DVC-Keyboard Display): All Call, Page Active Evac Areas, Page Active Alert Areas, Page Inactive Areas.
- Auxiliary input for 12 V<sub>P-P</sub> analog low-level audio sources. Includes user audio level adjustment feature.
- Auxiliary input accepts external audio sources such as telephone paging or background music. High impedance input accepts 600 ohm, line level, 1.0 VRMS, or 1.41 V<sub>P-P</sub> low level audio. Selectable AGC, user control of audio level, and audio supervision are supported.
- Associated NCA-2, or NFS2-3030 (programmed for network monitor mode) supports NOTI-FIRE-NET applications.
- Multiple audio command centers supported via NOTI-FIRE-NET.
- Distribution of one channel of standard-level paging audio on NOTI-FIRE-NET.
- Three standalone, non-network mode options:
  - NFS2-3030 (NUP to NUP) digital and analog.
  - NFS2-640 (NUP to NUP) analog audio only.
  - NFS2-640 with NCA-2 (NUP to NUP to NUP) digital and analog.
- · Push-to-talk relay, or logic argument.
- Isolated alarm bus input, to be used for backup activation of alarm messages in the event network communication is lost.

## Installation Options

The DVC provides flexible configurations based on one-row or two-row chassis options that mount into size "B", "C", or "D" CAB-4 Series cabinets. The CA-2 supports a DVC, paging microphone, optional FFT telephone, and mounting location for an NCA-2 or NFS2-3030D CPU. The ADDR audio door series can be used when a CA-2 is mounted in the top two rows. The CA-1 supports a DVC and an optional microphone in a single row. For firefighters' telephone applications with a CA-1, the CFFT-1 can be mounted in the row below the CA-1.

**NOTE:** For NFS2-640/DVC applications using DAL devices, an NCA-2 is required to annunciate DAL device events.

Refer to the DVC System Audio Product Application Guide (part number M-AG-DVC) for more details on DVC applications).

#### **Specifications**

- 24 VDC power (TB1): 24 VDC, 1.0 A, non-resettable, power-limited by the source. Recommended wiring: 14 to 18 AWG (2.08 to 0.821 mm<sup>2</sup>) twisted-pair.
- Digital audio ports, wire media, A and B (TB2, TB3): Maximum distance per segment is 1900 feet (579.12 m) on Belden 5320UJ (18 AWG, TP) FPL cable: 18 AWG (0.821 mm<sup>2</sup>) twisted-pair, foil-shielded, power-limited. Consult wiring documentation provided in document P/N 52916ADD:C Addendum to DVC and DAA Manuals.
- Digital audio ports, single- and multi-mode fiber-optic media: (See notes below)
  - DS-FM and DS-SFM fiber option module (no direct DAA connection):
    - 6.5dB maximum attenuation for multi-mode with 50/125 micrometer cable @ 1310 nm.
    - 10dB maximum attenuation for multi-mode with 62.5/ 125 micrometer cable @ 1310 nm.
    - 30dB maximum attenuation for single-mode with 9/125 micrometer cable @ 1310 nm.
  - DS-SFM (single-mode fiber DAA connection):
    - *17dB maximum attenuation* for single-mode with 9/125 micrometer cable at 1310 nm going **from** the DS-SFM **to** the fiber DAA.
    - 4dB maximum attenuation for single-mode with 9/125 micrometer cable going from the fiber DAA to the DS-SFM.
    - *12dB minimum attenuation* going **from** the DS-SFM **to** the fiber DAA.
  - DS-RFM (multi-mode fiber DAA connection):
    - Attenuation going **from** the fiber DAA **to** the DS-RFM:
  - 2dB maximum attenuation for multi-mode with 50/125 micrometer cable @ 850 nm for the DS-RFM.
  - 4dB *maximum attenuation* for multi-mode with 62/5/125 micrometer cable @ 850 nm for the DS-RFM.
  - Attenuation going from the fiber DS-RFM to the fiber DAA:
  - 12dB *minimum*\* *attenuation*, 16dB for both cable types. Notes:

1. If the length of the fiber run results in an attenuation of less than 12dB, a suitable attenuator must be used.

2. ST® Style connection required at DAA end of any fiber connection. LC style connectors are required for the DS-FM, DS-RFM, and DS-SFM.

- Auxiliary input A (AUX A, TB4): Signal strength from low-level analog audio input: maximum 1.0 VRMS, or 1.41 V<sub>p-p</sub>. Optional supervision is selectable through programming. Recommended wiring: 18 AWG (0.821 mm<sup>2</sup>) twisted-pair; max. 14 AWG (2.08 mm<sup>2</sup>). Auxiliary input must be in the same room as the DVC.
- Auxiliary input B (AUX B, TB14): Signal strength from low-level analog audio input: 12 V<sub>P-P</sub> nominal, 15 V<sub>P-P</sub> maxi-

mum. Optional supervision is selected through programming. Recommended wiring: 14 to 18 AWG (2.08 to 0.821 mm<sup>2</sup>) twisted-pair.

- Remote microphone interface (TB9): Recommended wiring: 14 to 18 AWG (2.08 to 0.821 mm<sup>2</sup>) twisted-pair. Powerlimited. Maximum distance between remote microphone and DVC: 1000 feet (300 m).
- Push-to-talk interface (TB10): Dry contact. Recommended wiring: 14 to 18 AWG (2.08 to 0.821 mm<sup>2</sup>) twisted-pair.
- Alarm bus (TB12): Power-limited by source. Recommended wiring: 14 to 18 AWG (2.08 to 0.821 mm<sup>2</sup>) twisted-pair.
- FFT riser (TB13): Power-limited output. Class A (Style Z) or Class B (Style Y) operation. Style Y two-wire connections require a 3.9K ohm, 1/2 watt resistor (P/N K-3.9K). Maximum wiring resistance (including individual telephone zone to last handset) permitted is 50 ohms, 10,000 feet (3048 m) maximum wiring distance at 12 AWG (3.31 mm<sup>2</sup>) to last handset.
- Optional DVC-AO analog audio output circuits (TB5, TB6, TB7, and TB8): Supervised, power-limited outputs. Signal strength: +12 V<sub>P-P</sub> nominal, +15 V<sub>P-P</sub> maximum. Recommended wiring: 18 AWG (0.821 mm<sup>2</sup>) twisted-pair; max. 14 AWG (2.08 mm<sup>2</sup>). Maximum impedance: 66 ohms.

#### **Standards and Codes**

The Digital Voice Command DVC and DVC-EM comply with the following standards:

- NFPA 72 2002 National Fire Alarm Code.
- Underwriters Laboratories Standards UL 864, 9th edition, and UL 2572.
- Underwriters Laboratories of Canada (ULC) ULC-S527-99 Standard of Control Units for Fire Alarm Systems.

#### **Listings and Approvals**

The listings and approvals below apply to the DVC and DVC-EM Digital Voice Command. In some cases, certain modules may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- UL Listed: S635.
- ULC Listed: S635.
- FM Approved.
- CSFM: 7165-0028:0224 (NFS2-3030); 7165-0028:0243 (NFS2-640).
- FDNY: COA#6114 (NFS2-3030): COA#6085, COA#6121 (NFS2-640).
- City of Chicago approved: High Rise, Class 1, Class 2 (NFS2-3030, NFS2-640, NCA-2).
- City of Denver approved (NFS2-3030).
- PSB Corporation approved (Singapore) (NFS2-3030).

#### **Product Line Information**

**DVC-EM**: Digital Voice Command, digital audio processor with message storage for up to 32 minutes of standard quality (4 minutes at high quality) digital audio. *Supports twisted-pair wire media. Options: DS Fiber modules, DVC-RPU.* 

**DVC-RPU:** Digital Voice Command Remote Paging Unit. Includes the keypad/display. Supports twisted-pair wire media; use DS fiber modules for fiber media. *See DN-60726*.

**DVC-KD**: Keypad for local annunciation and controls; status LEDs and 24 user-programmable buttons.

**DVC-AO**: Optional DVC Analog Output board provides four analog output circuits for use with AA or XPIQ Series amplifiers. Four-channel operation supported.

**CA-1**: Chassis, occupies one tier of a CAB-4 Series enclosure. The left side accommodates one DVC and a DVC-KD *(optional)*; and the right side houses a CMIC-1 microphone and its well *(optional)*.

**CMIC-1**: Optional microphone and microphone well assembly used with the CA-1 chassis.

**CFFT-1**: The CFFT-1 Chassis for Firefighters' Telephone mounts in the row directly under a DVC that is mounted in a CA-1 single row chassis. The CFFT-1 includes one FFT handset. The DP-CFFT Dress Plate (separately ordered, required) has one open position for mounting an ACS annunciator or a BMP-1 Blank Module Plate.

**CA-2**: Chassis assembly, occupies two tiers of a CAB-4 Series enclosure. The left side accommodates one DVC mounted on a half-chassis and one NFS2-3030 or NCA-2 mounted on a half-chassis. The right side houses a microphone/handset well. The CA-2 assembly includes a microphone. DPA-2B dress plate is required (*below*); the VP-2B Vent Plate is also required for top row configurations. ADDR Series doors with two-tier visibility are available for use with the CA-2 configuration: ADDR-B4, ADDR-C4, ADDR-D4 (*below*).

DPA-2B: Dress plate required for CA-2 chassis assembly.

**VP-2B**: Vent plate required for cabinet configurations where the DPA-2B is used for the top two row position.

**TELH-1**: Firefighters' Telephone Handset for use with the DVC when mounted in the CA-2 chassis. Order separately.

**ADDR-B4**: Two-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. ADDR Series doors are similar to CAB-4 Series "DR" doors, but a clear window space exposes the top two tiers of the CAB-4 enclosure. Use an SBB-B4 backbox with the ADDR-B4. *See DN-6857.* 

**ADDR-C4**: Three-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. ADDR Series doors are similar to CAB-4 Series "DR" doors, but a clear window space exposes the top two tiers of the CAB-4 enclosure. Use an SBB-C4 backbox with the ADDR-C4. *See DN-6857*.

**ADDR-D4**: Four-tier-sized door designed for use with a CA-2 chassis mounted in the top rows. ADDR Series doors are similar to CAB-4 Series "DR" doors, but a clear window space exposes the top two tiers of the CAB-4 enclosure. Use an SBB-D4 backbox with the ADDR-D4. *See DN-6857*.

**DPA-1**: Dress panel, can be used with the CA-1 chassis when configured with a DVC, DVC-KD, and CMIC-1.

**DPA-1A4**: Dress panel, used with the CA-1 chassis when the CMIC-1 is not used. Provides mounting options on right two bays for two ACS annunciators, or for blank plates.

**ACT-4**: Audio-coupling transformer. Used to electronically isolate DVC-AO analog risers.

**ACT-25, ACT-70**: Audio-coupling transformers for 25V and 70V high-level audio. Used to isolate and convert high-level audio to low-level, supporting applications with large numbers of analog amplifiers.

**DAX-3525(E)/DAX-3570(E)**: 35W, 25 or 70.7VRMS. Digital audio amplifiers with charging power supply and 2 Class B or 1 Class A output, shipped mounted on chassis. Options: BDA-25/70 backup amplifier, DS Fiber modules.

**DAX-5025(E)/DAX-5070(E)**: 50W, 25 or 70.7VRMS. Digital audio amplifiers with power supply and 2 Class B or 1 Class A output, shipped mounted on chassis. Options: BDA-25/70 backup amplifier, DS Fiber modules.

**DAA2-5025(E)/DAA2-5070(E)**: 50W, 25 or 70.7VRMS. Digital audio amplifiers with charging power supply and 4 Class B or 2 Class A outputs, shipped mounted on chassis. RM-1 port, FFT port, Aux audio port. Supports optional BDA for backup amplifier or 2-channel operation, and DS Fiber modules.

**DAA2-7525(E)**: 75W, 25VRMS. Digital audio amplifiers with power supply and 4 Class B or 2 Class A outputs, shipped mounted on chassis. RM-1 port, FFT port, Aux audio port. Supports optional BDA for backup amplifier or 2-channel operation, and DS Fiber modules.

**DS-DB**: Digital Series Distribution Board, provides bulk amplification capabilities to the DVC while retaining digital audio distribuition capabilities. Can be configured with up to four DS-AMPs, supplying high-level risers spread throughout an installation. *See DN-60565.* 

**DS-AMP/E**: 125W, 25 VRMS, or 100W, 70VRMS. 70VRMS requires DS-XF70V step-up transformer. Digital Series Amplifier, part of the DS-DB system. *See DN-60663.* 

**DS-BDA**: Digital Series Backup Digital Amplifier, 25 or 70VRMS, can be configured to act as a one-to-one backup for DS-AMP/E amplifiers. Can also be programmed to provide a second audio channel for a DS-AMP. *See DN-60663.* 

**BDA-25, BDA-70**: Backup Digital Amplifier, 25 or 70.7VRMS, can be configured to act as a one-to-one backup for DAX and DAA2 series amplifiers. For DAA2 Series only, supports alternative second channel operation.

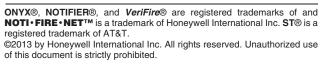
**DS-RFM, DS-FM, DS-SFM**: Fiber conversion modules for *DVC*, DS-DB distribution board, and DAX and DAA2 Series amplifiers. *See DN-60633*.

**DAA Series Digital Audio Amplifiers**: Legacy DAA Series amplifiers are compatible with DVC systems running SR4.0. For DAA-50 series amplifiers, see DN-7046. For DAA-7525 Series, see DN-60257.

- DAA-5025: 50W, 25Vrms Digital Audio Amplifier assembly with DAA-PS power supply board, shipped mounted to its chassis. Supports twisted-pair wire media. (For multimode fiber-optic media order DAA-5025F. For single-mode fiber-optic media order DAA-5025F.)
- DAA-5070: 50W, 70.7Vrms Digital Audio Amplifier assembly with DAA-PS power supply board, shipped mounted to its chassis. Supports twisted-pair wire media. (For multi-mode fiber-optic media order DAA-5070F. For single-mode fiber-optic media order DAA-5070SF.)
- DAA-7525: 75W, 25Vrms Digital Audio Amplifier assembly with DAA-PS power supply board. Shipped mounted to its chassis (no battery charger on DAA-7525 power supply board). Supports twisted-pair wire media. (For multi-mode fiber-optic media order DAA-7525F. For single-mode fiber-optic media order DAA-7525F.)

**SEISKIT-CAB:** Seismic kit for CAB-4 series cabinets. Includes battery bracket for two 26AH Power Sonic batteries and TELH-1 telephone handset strap. See document 53829.

**SEISKIT-DAA:** Seismic kit for DAA, DAA2 and DAX series amplifiers, required when using CHS-BH1 chassis. Includes battery bracket for two 12AH Power Sonic batteries. See document 53851.





This document is not intended to be used for installation purposes. We try to keep our product information up-to-date and accurate. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.



For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com



LISTING No.:	7165-0028:0243		
CATEGORY:	7165 - FIRE ALARM CONTROL UNIT (COMMERCIAL)		
LISTEE:	Notifier One Fire-Lite Place, Northford, CT, 06472 Contact: Brant,Lisa (203) 484-6105 (203) 484-7309 Email: lisa.brant@honeywell.com		
DESIGN:	Models NFS2-640, NFS-320/C (R), and NFS-320SYS fire alarm control units. Local, auxiliary, remote station (PPU), proprietary (PPU), central station (PPU), manual, automatic, waterfowl and sprinkler supervisory services. Also suitable for releasing service, Process Management and Emergency Voice/Alarm communication System *. Model numbers may be followed by an "R" suffix representing the enclosure color being red. Refer to listee's data sheet for additional detailed product description and operational considerations. System components:		
	ACM-8R, -16AT, -32A, -24AT, -48A; Annunciator Control Modules		
	ACPS-610, AMPS-24; Addressable power supply/charger		
	ADP-4B, -A4, -1, -2, DP-DISP2; Dress Panel		
	AEM-16AT, -32A, -24AT, -48A; Annunciator Expander Modules		
AFM-16A, -16AT, -32A; Annunciator Fixed Modules			
AKS-1B; Annunciator Key Switch			
APS2-6R; Power supply			
BB-100, -200, NFS-LBB/-LBBR; Battery Boxes			
	BGRA-SCS, BGRB-SCS; Smoke Control Station		
	BMP-1; Blank Module		
	BP-4, BP2-4; Battery Dress Plates		
	CAB-3/-4 Series; Enclosure		
	CAB-RP, CAB-RPR; Cabinets		
	CEF-SCS; Smoke Control Station		
	CHS-4, CHS-4N, CHS-4L; Chassis		
	CPU2-640, CPU-320SYS; CPU Board		
	CRT-2; Display Terminal		
	DP-1B; Blank Panel		
	DPA-1A4/1/2, DP-DISP2; Dress Panel		
	DPI-232; Panel Interface		



DR-A4, DR-A4B, DR-A4BR, DR-A4R; Door Assembly	
DR-AA4, DR-AA4B, DR-AA4BR, DR-AA4R; Door Assembly	
DR-B3F; Door Assembly	
DR-B4, DR-B4B, DR-B4BR, DR-B4R; Door Assembly	
DR-C4, DR-C4B, DR-C4BR, DR-C4R; Door Assembly	
DR-D4, DR-D4B, DR-D4BR, DR-D4R; Door Assembly	
EQ Series; Cabinets	
EQBB-B4, EQBB-C4, EQBB-D4; Backbox Assembly	
EQDR-B4, EQDR-C4, EQDR-D4; Door Assembly	
FCM-1, FCM-1-REL; Releasing Control Module	
FCPS-24S6, -24S8; Field Charger/Power Supply	
FDM-1; Dual Monitor Module	
FDRM-1:Multiple Module with two Relay Outputs	
FDU-80/-80G; Remote Annunciator	
FIRSTVISION-LCD/ENC; Interactive Firefighters' display/enclosure	
FRM-1; Relay Module	
FTM-1; Control Module	
FZM-1, FMM-1, FMM-101; Monitor Modules	
HS-NCM-W/-MF/-SF/-WMF/-WSF/-MSSF; High Speed Network Control Modules	
IPDACT-2/-2UD; IP Fire Alarm Communicator	
ISO-X; Isolator Module	
KAPS-24, CPS-24; Power Supply	
KDM-R2; Keyboard Display Module	
LCD-80, -160; Annunciators	
LCD-80TM; Annunciator Terminal Module LCD	
LCD2-80; Remote Annunciator	
LDM-32/-E32/-R32; Lamp Driver Module	
LEM-320/ELEM-320; Loop Expander Module	
NBG-12LRA; Agent Releasing Abort Station	
NBG-12LX; Addressable Manual Pull Station	



NCA, NCA-2; Network Communication Annunciator	
NCM-W, -F; Network Control Module	
NCS4-W-ONYX, NCS4-F-ONYX; Network Control Station	
NCS5-W-ONYX, NCS5-F-ONYX; Network Control Station	
NFS-LBB/NFS-LBBR; Battery Box/Red	
NFS-320SYS; Chassis	
NFV-25/50, NFV-25/50ZS/ZST; Voice Evacuation Control Panels	
NFV-25/50DA, NFV-25/50DAZS; Distributed Audio Panels	
ONYXWorks-EW/-NW-/NF/-HNW/-HNMF/-HNSF/-TS/-EW-TS/-NF-TS/-HW-TS/	
-HNMFT/-HNSFT/-HNWT; PC workstation for NOTI?FIRE?NET, Wire/Fiber/	
with Touch screen monitors	
PRN-6; Printer	
RKS-S; Remote Security Key Switch	
RPT-W, -485W; Repeater Wire	
RPT-F; Repeater Fiber	
RPT -485FW; Repeater Fiber/Wire	
RSA-SCS, RSB-SCS, RSC-SCS, RSD-SCS, RSE-SCS; Smoke Control Station	
SBB-A3F; Backbox Assembly	
SBB-A4, SBB-A4R, SBB-AA4, SBB-AA4R; Backbox Assembly	
SBB-B4, SBB-B4R-L8, SBB-C4, SBB-C4R; Backbox Assembly	
SBB-D4, SBB-D4R; Backbox Assembly	
SCE-8; Smoke Control Expander	
SCS-8L; Smoke Control Lamp Driver Station	
SCE-8L; Smoke Control Expander Lamp	
SCS-8; Smoke Control Station	
STS-1; Security Tamper Switch	
TM-4; Transmitter Module	
TR-A4/-B3N/-B4/-C4/-D3N/-D4; Trim Ring	
UDACT, UDACT-2; Universal DACT	
UZC-256; Universal Zone Coder	
VP-2B; Dress Panel	



	XP5-C/-M; Transponder Modules	
	XP6-C; Supervised Control Modules	
	XP6-MA; Six Zone Interface Modules	
	XP6-R; Six Relay Control Modules	
	XP10-M(A); Ten Input Monitor Modules	
	XPM-8L; Transponder Monitor Modules	
	The following models are intended for use on NFS2-640 only:	
	AA-30, -100, -120; Amplifiers	
	ACT-1, -2, -4, -25, -70; Audio Coupling Transformer	
	ADDR-B4/-B4R/-C4/-C4R/-D4/-D4R; Door Assemblies	
	AMG-E; Audio Message Generator	
	AVL-1; Audio Voice Link	
	BDA-25V/-70V; Backup Digital Audio Amplifiers	
	CHS2-M2, CA-1, CA-2; Chassis	
	CMIC-1, CMIC-RP; Microphone Assembly	
	DAA-5025/-5070; Digital Audio Amplifiers	
	DAA-5025F/DAA-5025SF; Digital Audio Amplifiers	
	DAA-5070F/DAA-5070SF; Digital Audio Amplifiers, Fiber Mode	
	DAA-75 Series; Digital Audio Amplifiers	
	DAA-7525, DAA-7525F, DAA-7525SF; Digital Audio Amplifiers	
	DAA2-5025/-5070/-7525; Digital Audio Amplifiers	
	DAX-3525/-3570/-5025/-5070; Digital Audio Amplifiers	
	DS-AMP/E; Digital Series Audio Amplifier	
	DS-BDA; Digital Series Backup Amplifier	
	DS-DB; Digital Series Distribution Board	
	DS-FM, DS-RFM, DS-SFM; Digital Series Fiber Module	
	DVC; Digital Voice Command	
	DVC-EM/-EMF/-EMSF; Digital Voice Command Extended Memory Module	



# LISTING SERVICE

	DVC-RPU; Remote Paging Unit
	FFT-7, -7S; Fire Fighter's Telephone
	FHS; Fireman's Handset
	FPJ; Fireman's Phone Jack
	RM-1, RM-1SA; Remote Microphone
	TELH-1; Telephone Assembly
	XPIQ; Transponder Quad Intelligent Audio
RATING:	
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes & ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, model number, electrical ratings, and UL Label
APPROVAL:	Listed as fire alarm control units suitable for use in high-rise applications when used in conjunction with separately listed compatible initiating and indicating devices. *Control units may be used with Notifier's First Command NFC-50/100 emergency voice evacuation panals (CSFM # 6911-0028:0265). This control unit can generate the temporal code pattern fire alarm signal as required per NFPA 72. Refer to manufacturer's Installation Manual for details. This control unit meets the requirements of UL Standard 864, 9th Edition.
NOTES:	1. For Fire Alarm Verification feature (delay of fire alarm signal), the maximum Retard/Reset/Restart period shall not exceed 30 Seconds.
	2. Combined with 7170-028:244

\*Rev. 10-29-13 gt



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

#### Date Issued: 04/30/2024

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division Listing Expires: 06/30/2025

# FSP-851(A) Series

**Intelligent Plug-In Photoelectric** Smoke Detectors with FlashScan®

Intelligent/Addressable Devices

NOTIFIER®

by Honeywell

#### General

Notifier FSP-851(A) Series intelligent plug-in smoke detectors with integral communication provide features that surpass conventional detectors. Detector sensitivity can be programmed in the control panel software. Sensitivity is continuously monitored and reported to the panel. Point ID capability allows each detector's address to be set with rotary, decimal address switches, providing exact detector location for selective maintenance when chamber contamination reaches an unacceptable level. The FSP-851(A) photoelectric detector's unique optical sensing chamber is engineered to sense smoke produced by a wide range of combustion sources. Dual electronic thermistors add 135°F (57°C) fixedtemperature thermal sensing on the FSP-851T(A). The FSP-851R(A) is a remote test capable detector for use with DNR(A)/DNRW duct detector housings. FSP-851(A) series detectors are compatible with Notifier Onyx and CLIP series Fire Alarm Control Panels (FACPs).

FlashScan® (U.S. Patent 5,539,389) is a communication protocol developed by Notifier that greatly increases the speed of communication between analog intelligent devices. Intelligent devices communicate in a grouped fashion. If one of the devices in the group has new information, the panel's CPU stops the group poll and concentrates on single points. The net effect is response speed greater than five times that of earlier designs.

#### **Features**

- Sleek, low-profile design.
- Addressable-analog communication.
- Stable communication technique with noise immunity.
- Low standby current.
- Two-wire SLC connection.
- Compatible with FlashScan® and CLIP protocol systems.
- Rotary, decimal addressing (1-99 on CLIP systems, 1-159 on FlashScan systems).
- Optional remote, single-gang LED accessory.
- Dual LED design provides 360° viewing angle.
- Visible bi-color LEDs blink green every time the detector is addressed, and illuminate steady red on alarm (FlashScan systems only).
- Remote test feature from the panel.
- Walk test with address display (an address on 121 will blink the detector LED: 12-[pause]-1(FlashScan systems only).
- Built-in functional test switch activated by external magnet.
- Built-in tamper-resistant feature.
- Sealed against back pressure.
- Constructed of off-white fire-resistant plastic, designed to commercial standards, and offers an attractive appearance.
- 94-5V plastic flammability rating.
- SEMS screws for wiring of the separate base.
- Optional relay, isolator, and sounder bases.



#### **Specifications**

Sensitivity: 0.5% to 2.35% per foot obscuration

Size: 2.1" (5.3 cm) high; base determines diameter.

- B210LP(A): 6.1" (15.5 cm) diameter.
- B501(A): 4.1" (10.4 cm) diameter.
- B200S(A): 6.875" (17.46 cm) diameter.
- B200SR(A): 6.875" (17.46 cm) diameter.
- B224RB(A): 6.2" (15.748 cm) diameter.
- B224BI(A): 6.2" (15.748 cm) diameter.

Shipping Weight: 5.2oz. (147g).

Operating Temperature range: FSP-851(A), 0°C to 49°C (32°F to 120°F). FSP-851T(A), 0°C to 38°C (32°F to 100°F). Low temperature signal for FSP-851T(A) at 45°F +/- 10°F (7.22°C +/- 5.54°C). FSP-851R(A) installed in a DNR(A)/ DNRW, -20°C to 70°C (-4°F to 158°F).

UL/ULC Listed Velocity Range: 0-4000 ft/min. (1219.2 m/ min.), suitable for installation in ducts.

Relative Humidity: 10%-93% noncondensing.

Thermal Ratings: Fixed-temperature setpoint 135°F (57°C).

#### **DETECTOR SPACING AND APPLICATIONS**

Notifier recommends spacing detectors in compliance with NFPA 72. In low airflow applications with smooth ceiling, space detectors 30 feet (9.144m) for ceiling heights 10 feet (3.148m) and higher. For specific information regarding detector spacing, placement, and special applications refer to NFPA 72. System Smoke Detector Application Guide, document A05-1003, is available at systemsensor.com

#### **ELECTRICAL SPECIFICATIONS**

Voltage Range: 15-32 volts DC peak.

Standby Current (max. avg.): 300µA @ 24VDC (one communication every five seconds with LED enabled).

LED Current (max.): 6.5mA @ 24 VDC ("ON").

#### Installation

FSP-851(A) plug-in detectors use a separate base to simplify installation, service, and maintenance. A special tool allows maintenance personnel to plug in and remove detectors without using a ladder.

Mount base (all base types) on an electrical backbox which is at least 1.5" (3.81 cm) deep. For a chart of compatible junction boxes, see DN-60054.

NOTE: 1) Because of inherent supervision provided by the SLC loop, end-of-line resistors are not required. Wiring "T-taps" or branches are permitted for Style 4 (Class "B") wiring. 2) When using relay or sounder bases, consult the ISO-X(A) installation sheet I56-1380 for device limitations between isolator modules and isolator bases.

#### Agency Listings and Approvals

These listings and approvals apply to the modules specified in this document. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- UL Listed: S1115.
- ULC Listed: S1115 (FSP-851A, FSP-851RA, FSP-851TA).
- MEA Listed: 225-02-E .
- FM Approved.
- CSFM: 7272-0028:0206.
- Maryland State Fire Marshal: Permit # 2122 .
- BSMI: CI313066760036. •
- CCCF: Certif. # 2004081801000017 (FSP-851T) Certif. # 2004081801000016 (FSP-851).
- U.S. Coast Guard: 161.002/42/1 (NFS-640); 161.002/50/ 0 (NFS2-640/NFS-320/NFS-320C, excluding B210LP(A)).
- Lloyd's Register: 11/600013 (NFS2-640/NFS-320/NFS-320C, excluding B210LP(A)).

#### **Product Line Information**

NOTE: "A" suffix indicates ULC Listed model.

FSP-851: Low-profile intelligent photoelectric sensor. Must be mounted to one of the bases listed below.

FSP-851A: Same as FSP-851 but with ULC listing.

FSP-851T: Same as FSP-851 but includes a built-in 135°F (57°C) fixed-temperature thermal device.

FSP-851TA: Same as FSP-851T but with ULC listing.

FSP-851R: Low-profile intelligent photoelectric sensor, remote test capable. For use with DNRA/DNRW.

FSP-851RA: Same as FSP-851R but with ULC listing. For use with DNRA.

#### **INTELLIGENT BASES**

NOTE: "A" suffix indicates ULC Listed model.

NOTE: For details on intelligent bases, see DN-60054.

B210LP(A): Standard U.S. flanged low-profile mounting base.

B210LPBP: Bulk pack of B210LP; package contains 10.

B501(A): Standard European flangeless mounting base.

B501BP: Bulk pack of B501; package contains 10.

B200S(A): Intelligent, programmable sounder base capable of producing sound output in high or low volume with ANSI Temporal 3, ANSI Temporal 4, continuous tone, marching tone, and custom tone.

B200SR(A): Intelligent sounder base capable of producing sound output with ANSI Temporal 3 or continuous tone. Replaces B501BH series bases in retrofit applications.

B224RB(A): Plug-in System Sensor relay base. Screw terminals: up to 14 AWG (2.0 mm<sup>2</sup>). Relay type: Form-C. Rating: 2.0 A @ 30 VDC resistive; 0.3 A @ 110 VDC inductive; 1.0 A @ 30 VDC inductive.

B224BI(A): Plug-in System Sensor isolator detector base. Maximum 25 devices between isolator bases.

#### Accessories

F110: Retrofit flange to convert B210LP(A) to match the B710LP(A) profile, or to convert older high-profile bases to low-profile.

F110BP: Bulk pack of F110; package contains 15.

F210: Replacement flange for B210LP(A) base.

RA100Z(A): Remote LED annunciator. 3 - 32 VDC. Mounts to a U.S. single-gang electrical box. For use with B501(A) and B210LP(A) bases only.

SMB600: Surface mounting kit

M02-04-00: Test magnet.

M02-09-00: Test magnet with telescoping handle.

XR2B: Detector removal tool. Allows installation and/or removal of detector heads from bases in high ceiling applications

XP-4: Extension pole for XR2B. Comes in three 5-foot (1.524 m) sections.

T55-127-010: Detector removal tool without pole.

BCK-200B: Black detector covers for use with FSP-851(A) only; box of 10.

WCK-200B: White detector covers for use with FSP-851(A) only; box of 10.

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For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com

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# LISTING SERVICE

LISTING No.:	7272-0028:0206				
CATEGORY:	7272 - SMOKE DETECTOR-SYSTEM TYPE-PHOTOELECTRIC				
LISTEE:	Notifier One Fire-Lite Place, Northford, CT, 06472 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com				
DESIGN:	Models FSP-751, HPX-751, FSP-751T, FSH-751, FAPT-751, FAPT-851, FSP-851, FSP-851R* and FSP-851T photoelectric type smoke detectors. Models FSP-751T and FSP-851T employ a 135°F supplement integral heat sensor which only assists in a fire situation. This thermal circuitry is <u>NOT</u> approved for use in lieu of a required heat detector. Refer to listee's data sheet for additional detailed product description and operational considerations.				
RATING:	24 VDC				
INSTALLATION:	NSTALLATION: In accordance with listee's printed installation instructions, applicable codes & ordinar and in manner acceptable to the authority having jurisdiction.				
MARKING:	Listee's name, product number, electrical rating and UL label.				
APPROVAL:	Listed as photoelectric type smoke detector for use with listee's separately listed compatible base and fire alarm control units. Models FSP-751, FSP-751T, FAPT-751, FAPT-851, FSP-851R*, FSP-851T are suitable for open areas and inside duct installation with air velocities between 0-4000 fpm. Model HPX-751 is suitable for open areas with air velocities between 0-300 fpm. Model FSH-751 is suitable for open areas with air velocity between 0-4000 fpm.				
NOTES:	Combined with 7272-0028:208				
	The photoelectric type detectors are generally more effective at detecting slow, smoldering fires that smolder for hours before bursting into flame. Sources of these fires may include cigarettes burning in couches or bedding. The ionization type detectors are generally more effective at detecting fast, flaming fires that consume combustible materials rapidly and spread quickly. Sources of these fires may include paper burning in a waste container or a grease fire in the kitchen.				

\*Rev. 01-07-2009 fm



# LISTING SERVICE



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

Date Issued: 05/03/2024

Listing Expires: 06/30/2025

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division

# **Intelligent Bases** Standard, Relay, Isolator, Sounder, and Low-Frequency Sounder Bases

Intelligent/Addressable Devices

**NOTIFIER<sup>®</sup>** 

#### General

Intelligent FlashScan® and CLIP mounting bases and kits provide a variety of ways to install NOTIFIER detectors in any application. Intelligent detectors can be mounted in either flanged or flangeless bases depending on junction box selection (see Junction Box Selection Guide). Across this product line, detectors plug in easily to the base with SEMS screws; and models employ various 12 to 24 AWG wire ranges.

Relay, isolator, and sounder bases can be used to meet local code requirements. Relay bases provide one Form-C contact relay for control of auxiliary functions such as door closure and elevator recall. Isolator bases allow loops to continue to operate under fault conditions and automatically restore when the fault is removed. Sounder bases are available in temporal and non-temporal pattern versions depending on whether the signal is to be used for evacuation purposes. Low frequency sounder bases are UL listed for low frequency operation and comply with NFPA 72 requirements for sleeping spaces.

This datasheet discusses the following bases: B501(A), B200S(A), B200S-LF, B200SR(A), B200SR-LF, B210LP(A), B2241BI(A), B224RB(A), B200SCOA, mounting kits, and accessories.

#### **Specifications**

#### **Diameter:**

- B501: 4.1" (104 mm).
- B224BI, B224RB, B210LP: 6.1" (155 mm).
- B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA: 6.875" (17.46 cm).

#### Wire gauge:

- B224BI, B224RB: 14 to 24 AWG.
- B210LP, B501, B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA: 12 to 24 AWG

#### **Temperature range:**

- B224BI, B224RB, B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA: 32°F to 120°F (0°C to 49°C).
- B210LP, B501: -4°F to 150°F (-20°C to 66°C).

Humidity range: 10% to 93% RH, non-condensing.

System temperature and humidity ranges: This system meets NFPA requirements for operation at 0°C to 49°C (32°F to 120°F); and at a relative humidity (noncondensing) of 85% at 30°C (86°F) per NFPA, and 93%  $\pm$  2% at 32°C  $\pm$  2°C  $(89.6^{\circ}F \pm 1.1^{\circ}F)$  per ULC. However, the useful life of the system's standby batteries and the electronic components may be adversely affected by extreme temperature ranges and humidity. Therefore, it is recommended that this system and all peripherals be installed in an environment with a nominal room temperature of 15°C to 27°C (60°F to 80°F).



by Honeywell

Sounder Base B200S(A), B200SR(A), B200SCOA



Relay Base B224RB(A)



3200S-LF.jpg

Low-Frequency Sounder Base B200S-LF, B200SR-LF

#### **Electrical Ratings**

FOR B200S. B200S-LF, B200SR, B200SR-LF, B200SCOA:

External supply voltage: 16 to 33 VDC (VFWR)

Standby current:

- B200S: 500 µA maximum.
- B200S-LF, 550 µA maximum.
- B200SR: 500 µA maximum.
- B200SR-LF: 1 mA maximum.

#### Alarm current:

- B200S: 35 mA maximum at high-volume setting; 15 mA maximum at low-volume setting.
- B200S-LF, High-volume setting:
  - 70 mA maximum @ 33.0 VDC.
  - 90 mA maximum @ 24.0 VDC.
  - 140 mA maximum @16.0 VDC.
- B200S-LF, Low-volume setting:
  - 15 mA maximum @ 33.0 VDC.
  - 20 mA maximum @ 24.0 VDC.
  - 25 mA maximum @ 16.0 VDC.
- B200SR: 35 mA maximum.
- B200SR-LF:
  - 65 mA maximum @ 33.0 VDC.

- 90 mA maximum @ 24.0 VDC.
- 125 mA maximum @16.0 VDC.
- B200SCOA: 40mA Max. (DC), 70mA Max. (FWR)

SLC operating voltage: 15 to 32 VDC.

SLC standby current: See applicable sensor specification.

#### Sound output:

- B200S/B200S-LF, high-volume\*: Greater than 85 dBA minimum.
- B200S/B200S-LF, low-volume\*: Greater than 75 dBA minimum.
- B200SR\*/B200SR-LF\*: Greater than 85 dBA minimum.
- B200SCOA, high-volume\*\*: Greater than 87 dBA minimum.
- B200SCOA, low-volume\*\*: Greater than 85 dBA minimum \*Measured in a UL reverberant room at 10 feet, 24 Volts (continuous tone) \*\*Measured in a ULC anechoic room at 10 feet, 24 Volts continuous tone)

#### FOR B224RB, B224BI:

Operating voltage: 15 to 32 VDC (powered by SLC).

Standby ratings: <500 µA maximum @ 24 VDC.

Set time (B224RB only): short delay 55 to 90 msec; long delay 6 to 9 seconds.

Reset time (B224RB only): 20 msec maximum.

**Relay characteristics (B224RB only):** two-coil latching relay; one Form-C contact; ratings (UL/CSA): 0.9 A @ 125 VAC, 0.9 A @ 110 VDC, and 3.0 A @ 30 VDC.

#### **Product Line Information**

#### INTELLIGENT BASES

B501: Flangeless mounting base.

**B501A:** Flangeless mounting base, ULC Listed.

B501BP: Bulk pack of B501 (10).

**B210LP:** Flanged mounting base.

B210LPA: Flanged mounting base, ULC listed

B210LPBP: Bulk pack of B210LP (10).

**B200S:** Intelligent addressable sounder base capable of producing sound output in high or low volume with ANSI Temporal 3, ANSI Temporal 4, continuous tone, marching tone, and custom tone. Uses FlashScan protocol. Only compatible with the NFS-320, NFS2-640 and NFS2-3030 operating version with version 15.0 or higher panel firmware.

B200SA: ULC-listed version of B200S.

**B200SCOA:** ULC-listed version of B200S with CO detector markings in English/French (required in Canada for ULC applications with FCO-851A).

**B200S-LF:** Low Frequency version of the B200S; produces a fundamental frequency of 520 Hz +/- 10% with a square wave or its equivalent; designed to meet the NFPA 72 sleeping space requirement.

**B200SR:** Intelligent sounder base capable of producing sound output with ANSI Temporal 3 or continuous tone.

B200SRA: ULC-listed version of B200SR.

**B200SR-LF:** Low Frequency version of the B200SR; produces a fundamental frequency of 520 Hz +/- 10% with a square wave or its equivalent; designed to meet the NFPA 72 sleeping space requirement.

B224RB: Relay base.

B224RBA: Relay base, ULC Listed.

B224BI: Isolator base.

B224BIA: Isolator base, ULC Listed.

#### MOUNTING KITS AND ACCESSORIES

SMB600: Surface mounting kit, flanged.

**F110:** Retrofit flange for converting high-profile bases to low-profile.

F110BP: Bulk pack of F110 (10).

**F210:** Accessory flange ring for B210LP(A) base (new design). 6-inch diameter.

F210BP: Bulk pack of F210 (10).

RA100Z: Remote LED annunciator.

RA100ZA: Remote LED annunciator, ULC Listed.

M02-04-00: Detector test magnet.

M02-09-00: Test magnet with telescoping handle.

**XR2B:** Detector removal tool for current heads (*T55-127-010 included*).

**XR2:** Detector Remove Tool for use with low profile detector heads, and FSL-751.

XP-4: Extension pole for XR2/B (5 to 15 ft/1.524 to 4.572 m).

T55-127-010: Detector removal head.

**BCK-200B:** Black detector kit, package of 10 (for use with photo and ion detectors).

**WCK-200B:** White detector kit, package of 10 (for use with photo and ion detectors).

#### **Agency Listings and Approvals**

The listings and approvals below apply to intelligent bases as noted. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- UL Listed: S911, S1115.
- ULC Listed: S911, S1115.
- FM Approved.
- MEA: 22-95-E, 205-94-E Vol. 2; 257-06-E
- CSFM: 7300-1653:0126, 7135-1653:0213, 7300-1653:0109

### **Junction Box Selection Guide**

Base Models	Single Gang	3.5" Oct.	4.0" Oct.	4.0" Sq.	4.0" Sq. with 3.0" mud ring	50 mm	60 mm	70 mm	75 mm
B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA	Yes	Yes	Yes	Yes	Yes	No	No	No	No
B501	No	Yes	No	No	Yes	Yes	Yes	Yes	No
B210LP	Yes	Yes	Yes	Yes	Yes	No	No	No	No
B224RB	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes
B224BI	No	Yes	Yes	Yes	No	No	No	Yes	Yes
NOTE: Box depth contingent on base and wire size.									

**NOTE:** Box depth contingent on base and wire size. Refer to National Electric Code or applicable local codes for appropriate recommendations.

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This document is not intended to be used for installation purposes. We try to keep our product information up-to-date and accurate. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.

For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com



# LISTING SERVICE

LISTING No.:	7300-1653:0109
CATEGORY:	7300 - FIRE ALARM CONTROL UNIT ACCESSORIES/MISC. DEVICES
LISTEE:	System Sensor, Unincorporated Div of Honeywell Int'l Inc. 3825 Ohio Ave, St. Charles, IL, 60174 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com
DESIGN:	Models B401, B401B, B401R, B401BR, B401BR-750, B401R-750, B402B, B404B, B404BT, B406B, B501, B501B, 14506587-002, B501BH, B501BHT, B401BH, B110LP, B110RLP, B110RLP750, B112LP, B114LP, B114LPBT, B116LP, B210LP, B501-BL, B50 IV, *B501-WHITE, B300-6, B300-6-IV, B300-6-IS detector bases. Refer to listee's data sheet for detailed product description and operational considerations.
RATING:	
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes and ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, *model number, *electrical rating and UL label.
APPROVAL:	Listed as detector bases for use with separately listed compatible detectors. *Refer to Manufacturers Installation Instruction Manual for details.
NOTES:	Formerly 7300-1209:128

\*Rev 04-03-18 gt



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Date Issued: 04/30/2024

Listing Expires: 06/30/2025

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division

# FST-851(A) Series

Intelligent / Addressable Devices

NOTIFIER®

#### General

Notifier FST-851(A) Series intelligent plug-in thermal detectors with integral communication has features that surpass conventional detectors. Point ID capability allows each detector's address to be set with rotary, decimal address switches, providing exact detector locations. FST-851(A) Series thermal detectors use an innovative thermistor sensing circuit to produce 135°F/57°C fixed-temperature (FST-851/A) and rate-of-rise thermal detection (FST-851R/A) in a low-profile package. FST-851H(A) provides fixed high-temperature detection at 190°F/88°C. These thermal detectors provide effective, intelligent property protection in a variety of applications. FST-851(A) Series detectors are compatible with Notifier Onyx and CLIP series Fire Alarm Control Panels (FACPs).

FlashScan® (U.S. Patent 5,539,389) is a communication protocol developed by Notifier Engineering that greatly enhances the speed of communication between analog intelligent devices and certain NOTIFIER systems. Intelligent devices communicate in a grouped fashion. If one of the devices within the group has new information, the panel's CPU stops the group poll and concentrates on single points. The net effect is response speed greater than five times that of earlier designs.

#### **Features**

- Sleek, low-profile, stylish design.
- State-of-the-art thermistor technology for fast response.
- Rate-of-rise model (FST-851R/A), 15°F (8.3°C) per minute.
- Factory preset fixed temperature at 135°F (57°C); high-temperature model fixed at 190°F (88°C).
- Addressable by device.
- Compatible with FlashScan® and CLIP protocol systems.
- Rotary, decimal addressing (1-99 on CLIP systems, 1-159 on FlashScan systems).
- Two-wire SLC connection.
- Visible LEDs "blink" every time the unit is addressed.
- 360°-field viewing angle of the visual alarm indicators (two bi-color LEDs). LEDs blink green in Normal condition and turn on steady red in Alarm.
- Integral communications and built-in device-type identification.
- Remote test feature from the panel.
- · Built-in functional test switch activated by external magnet.
- Walk test with address display (an address of 121 will blink the detector LED 12-(pause)-1).
- Low standby current.
- Backward-compatible.
- Built-in tamper-resistant feature.
- Designed for direct-surface or electrical-box mounting.
- Sealed against back pressure.
- Plugs into separate base for ease of installation and maintenance. Separate base allows interchange of photoelectric, ionization and thermal sensors.
- SEMS screws for wiring of the separate base.
- Constructed of off-white fire-resistant plastic, designed to commercial standards, and offers an attractive appearance.



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- 94-5V plastic flammability rating.
- Remote LED output connection to optional RA100Z(A) remote LED annunciator.
- Optional sounder, relay, and isolator bases.
- · Optional flanced surface mounting kit.

#### **Specifications**

Size: 2.1" (5.3 cm) high; base determines diameter.

- B210LP(A): 6.1" (15.5 cm) diameter.
- B501(A): 4.1" (10.4 cm) diameter.
- B200S(A): 6.875" (17.46 cm) diameter.
- B200SR(A): 6.875" (17.46 cm) diameter.
- B224RB(A): 6.2" (15.748 cm) diameter.
- B224BI(A): 6.2" (15.748 cm) diameter.

Shipping weight: 4.8 oz. (137 g).

**Operating temperature range:** FST-851(A) Series, FST-851R(A):  $-20^{\circ}$ C to  $38^{\circ}$ C ( $-4^{\circ}$ F to  $100^{\circ}$ F); FST-851H(A):  $-20^{\circ}$ C to  $66^{\circ}$ C ( $-4^{\circ}$ F to  $150^{\circ}$ F).

**Detector spacing:** UL approved for 50 ft. (15.24 m) center to center. FM approved for 25 x 25 ft. (7.62 x 7.62 m) spacing.

Relative humidity: 10% – 93% noncondensing.

**Thermal ratings:** fixed-temperature setpoint  $135^{\circ}F$  ( $57^{\circ}C$ ), rate-of-rise detection  $15^{\circ}F$  ( $8.3^{\circ}C$ ) per minute, high temperature heat  $190^{\circ}F$  ( $88^{\circ}C$ ).

#### ELECTRICAL SPECIFICATIONS

Voltage range: 15 - 32 volts DC peak.

Standby current (max. avg.): 300  $\mu$ A @ 24 VDC (one communication every 5 seconds with LED enabled).

LED current (max.): 6.5 mA @ 24 VDC ("ON").

#### **Applications**

Use thermal detectors for protection of property. For further information, go to systemsensor.com for manual I56-407-00, Applications Manual for System Smoke Detectors, which provides detailed information on detector spacing, placement, zoning, wiring, and special applications.

#### Installation

The FST Series plug-in intelligent thermal detectors use a separate base to simplify installation, service, and maintenance. Installation instructions are shipped with each detector. A special tool allows maintenance personnel to plug in and remove detectors without using a ladder

Mount base (all base types) on an electrical backbox which is at least 1.5" (3.81 cm) deep. For a chart of compatible junction boxes, see *DN-60054*.

**NOTE:** 1) Because of the inherent supervision provided by the SLC loop, end-of-line resistors are not required. Wiring "T-taps" or branches are permitted for Style 4 (Class "B") wiring. 2) When using relay or sounder bases, consult the ISO-X(A) installation sheet 156-1380 for device limitations between isolator modules and isolator bases.

#### **Agency Listings and Approvals**

These listings and approvals apply to the modules specified in this document.In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. *Consult factory for latest listing status.* 

- UL Listed: S747.
- ULC Listed: S6978.
- MEA Listed: 383-02-E.
- FM Approved.
- CSFM: 7270-0028:0196.
- BSMI: CI313066760025.
- CCCF: Certif. # 2004081801000018.
- U.S. Coast Guard: 161.002/42/1 (NFS-640); 161.002/50/0 (NFS2-640/NFS-320/NFS-320C, excluding B210LP(A)).
- Lloyd's Register: 11/600013 (NFS2-640/NFS-320/NFS-320C, excluding B210LP(A)).

#### **Product Line Information**

NOTE: "A" suffix indicates ULC Listed model.

**FST-851:** Intelligent thermal detector. Must be mounted to one of the bases listed below.

FST-851A: Same as FST-851 but with ULC Listing.

FST-851R: Intelligent thermal detector with rate-of-rise feature.

FST-851RA: Same as FST-851R but with ULC Listing.

FST-851H: Intelligent high-temperature thermal detector.

**FST-851HA:** Same as FST-851H but with ULC Listing.

#### INTELLIGENT BASES

NOTE: "A" suffix indicates ULC Listed model.

**NOTE:** For details about intelligent bases and their mounting, see DN-60054.

B210LP(A): Standard U.S. flanged low-profile mounting base.

**B210LPBP:** Bulk pack of B210LP; package contains 10.

B501(A): Standard European flangeless mounting base.

**B501BP:** Bulk pack of B501; package contains 10.

**B200S(A):** Addressable Intelligent, programmable sounder base capable of producing sound output in high or low volume

with ANSI Temporal 3, ANSI Temporal 4, continuous tone, marching tone, and custom tone.

**B200SR(A):** Intelligent sounder base capable of producing sound output with ANSI Temporal 3 or continuous tone. Replaces B501BH series bases in retrofit applications.

**B224RB(A):** Intelligent relay base. Screw terminals: up to 14 AWG (2.0 mm<sup>2</sup>). Relay type: Form-C. Rating: 2.0 A @ 30 VDC resistive; 0.3 A @ 110 VDC inductive; 1.0 A @ 30 VDC inductive.

**B224BI(A):** Intelligent isolator base. Isolates SLC from loop shorts. Maximum: 25 devices between isolator bases; see Note 2 under Installation.

#### ACCESSORIES

**F110:** Retrofit flange to convert B210LP(A) to match the B710LP(A) profile, or to convert older high-profile bases to low-profile.

F110BP: Bulk pack of F110; package contains 15.

F210: Replacement flange for B210LP(A) base.

**RA100Z(A):** Remote LED annunciator. 3 – 32 VDC. Fits U.S. single-gang electrical box. Supported by B210LP(A) and B501(A) bases only.

SMB600: Surface mounting kit, flanged.

M02-04-00: Test magnet.

M02-09-00: Test magnet with telescoping handle.

**XR2B:** Detector removal tool. Allows installation and/or removal of FlashScan® Series detector heads from base in high ceiling installations. Includes T55-127-010.

**T55-127-010:** Detector removal tool without pole.

**XP-4:** Extension pole for XR2B. Comes in three 5-foot (1.524 m) sections.

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This document is not intended to be used for installation purposes. We try to keep our product information up-to-date and accurate. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.



For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com



# LISTING SERVICE

LISTING No.:	7270-0028:0196
CATEGORY:	7270 - HEAT DETECTOR
LISTEE:	Notifier One Fire-Lite Place, Northford, CT, 06472 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com
DESIGN:	Models FST-751, -851, -851R, -851H (fixed temperature) and FST-751R (fixed temperature with Rate-of-Rise) electronic heat detectors. Refer to listee's data sheet for additional detailed product description and operational considerations.
RATING:	Models FST-751, -751R, -851, and -851R = 135°F fixed temperature Model FST-851H = 190°F fixed temperature
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes and ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, model number, electrical ratings, and UL label.
APPROVAL:	Listed as heat detectors for use with Models B501, *B210LP (CSFM Listing No. 7300- 1653:0109), or B710LP base (CSFM Listing No. 7300-0028:173) and separately listed compatible fire alarm control units. Refer to listee's Installation Instructions Manual for details.
NOTES:	

\*11-22-2016 dc



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

#### Date Issued: 05/03/2024

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division Listing Expires: 06/30/2025

# **Intelligent Bases** Standard, Relay, Isolator, Sounder, and Low-Frequency Sounder Bases

Intelligent/Addressable Devices

**NOTIFIER<sup>®</sup>** 

#### General

Intelligent FlashScan® and CLIP mounting bases and kits provide a variety of ways to install NOTIFIER detectors in any application. Intelligent detectors can be mounted in either flanged or flangeless bases depending on junction box selection (see Junction Box Selection Guide). Across this product line, detectors plug in easily to the base with SEMS screws; and models employ various 12 to 24 AWG wire ranges.

Relay, isolator, and sounder bases can be used to meet local code requirements. Relay bases provide one Form-C contact relay for control of auxiliary functions such as door closure and elevator recall. Isolator bases allow loops to continue to operate under fault conditions and automatically restore when the fault is removed. Sounder bases are available in temporal and non-temporal pattern versions depending on whether the signal is to be used for evacuation purposes. Low frequency sounder bases are UL listed for low frequency operation and comply with NFPA 72 requirements for sleeping spaces.

This datasheet discusses the following bases: B501(A), B200S(A), B200S-LF, B200SR(A), B200SR-LF, B210LP(A), B2241BI(A), B224RB(A), B200SCOA, mounting kits, and accessories.

#### **Specifications**

#### **Diameter:**

- B501: 4.1" (104 mm).
- B224BI, B224RB, B210LP: 6.1" (155 mm).
- B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA: 6.875" (17.46 cm).

#### Wire gauge:

- B224BI, B224RB: 14 to 24 AWG.
- B210LP, B501, B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA: 12 to 24 AWG

#### **Temperature range:**

- B224BI, B224RB, B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA: 32°F to 120°F (0°C to 49°C).
- B210LP, B501: -4°F to 150°F (-20°C to 66°C).

Humidity range: 10% to 93% RH, non-condensing.

System temperature and humidity ranges: This system meets NFPA requirements for operation at 0°C to 49°C (32°F to 120°F); and at a relative humidity (noncondensing) of 85% at 30°C (86°F) per NFPA, and 93%  $\pm$  2% at 32°C  $\pm$  2°C  $(89.6^{\circ}F \pm 1.1^{\circ}F)$  per ULC. However, the useful life of the system's standby batteries and the electronic components may be adversely affected by extreme temperature ranges and humidity. Therefore, it is recommended that this system and all peripherals be installed in an environment with a nominal room temperature of 15°C to 27°C (60°F to 80°F).



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Sounder Base B200S(A), B200SR(A), B200SCOA



Relay Base B224RB(A)



3200S-LF.jpg

Low-Frequency Sounder Base B200S-LF, B200SR-LF

#### **Electrical Ratings**

FOR B200S. B200S-LF, B200SR, B200SR-LF, B200SCOA:

External supply voltage: 16 to 33 VDC (VFWR)

Standby current:

- B200S: 500 µA maximum.
- B200S-LF, 550 µA maximum.
- B200SR: 500 µA maximum.
- B200SR-LF: 1 mA maximum.

#### Alarm current:

- B200S: 35 mA maximum at high-volume setting; 15 mA maximum at low-volume setting.
- B200S-LF, High-volume setting:
  - 70 mA maximum @ 33.0 VDC.
  - 90 mA maximum @ 24.0 VDC.
  - 140 mA maximum @16.0 VDC.
- B200S-LF, Low-volume setting:
  - 15 mA maximum @ 33.0 VDC.
  - 20 mA maximum @ 24.0 VDC.
  - 25 mA maximum @ 16.0 VDC.
- B200SR: 35 mA maximum.
- B200SR-LF:
  - 65 mA maximum @ 33.0 VDC.

- 90 mA maximum @ 24.0 VDC.
- 125 mA maximum @16.0 VDC.
- B200SCOA: 40mA Max. (DC), 70mA Max. (FWR)

SLC operating voltage: 15 to 32 VDC.

SLC standby current: See applicable sensor specification.

#### Sound output:

- B200S/B200S-LF, high-volume\*: Greater than 85 dBA minimum.
- B200S/B200S-LF, low-volume\*: Greater than 75 dBA minimum.
- B200SR\*/B200SR-LF\*: Greater than 85 dBA minimum.
- B200SCOA, high-volume\*\*: Greater than 87 dBA minimum.
- B200SCOA, low-volume\*\*: Greater than 85 dBA minimum \*Measured in a UL reverberant room at 10 feet, 24 Volts (continuous tone) \*\*Measured in a ULC anechoic room at 10 feet, 24 Volts continuous tone)

#### FOR B224RB, B224BI:

Operating voltage: 15 to 32 VDC (powered by SLC).

Standby ratings: <500 µA maximum @ 24 VDC.

Set time (B224RB only): short delay 55 to 90 msec; long delay 6 to 9 seconds.

Reset time (B224RB only): 20 msec maximum.

**Relay characteristics (B224RB only):** two-coil latching relay; one Form-C contact; ratings (UL/CSA): 0.9 A @ 125 VAC, 0.9 A @ 110 VDC, and 3.0 A @ 30 VDC.

#### **Product Line Information**

#### INTELLIGENT BASES

B501: Flangeless mounting base.

**B501A:** Flangeless mounting base, ULC Listed.

B501BP: Bulk pack of B501 (10).

**B210LP:** Flanged mounting base.

B210LPA: Flanged mounting base, ULC listed

B210LPBP: Bulk pack of B210LP (10).

**B200S:** Intelligent addressable sounder base capable of producing sound output in high or low volume with ANSI Temporal 3, ANSI Temporal 4, continuous tone, marching tone, and custom tone. Uses FlashScan protocol. Only compatible with the NFS-320, NFS2-640 and NFS2-3030 operating version with version 15.0 or higher panel firmware.

B200SA: ULC-listed version of B200S.

**B200SCOA:** ULC-listed version of B200S with CO detector markings in English/French (required in Canada for ULC applications with FCO-851A).

**B200S-LF:** Low Frequency version of the B200S; produces a fundamental frequency of 520 Hz +/- 10% with a square wave or its equivalent; designed to meet the NFPA 72 sleeping space requirement.

**B200SR:** Intelligent sounder base capable of producing sound output with ANSI Temporal 3 or continuous tone.

B200SRA: ULC-listed version of B200SR.

**B200SR-LF:** Low Frequency version of the B200SR; produces a fundamental frequency of 520 Hz +/- 10% with a square wave or its equivalent; designed to meet the NFPA 72 sleeping space requirement.

B224RB: Relay base.

B224RBA: Relay base, ULC Listed.

B224BI: Isolator base.

B224BIA: Isolator base, ULC Listed.

#### MOUNTING KITS AND ACCESSORIES

SMB600: Surface mounting kit, flanged.

**F110:** Retrofit flange for converting high-profile bases to low-profile.

F110BP: Bulk pack of F110 (10).

**F210:** Accessory flange ring for B210LP(A) base (new design). 6-inch diameter.

F210BP: Bulk pack of F210 (10).

RA100Z: Remote LED annunciator.

RA100ZA: Remote LED annunciator, ULC Listed.

M02-04-00: Detector test magnet.

M02-09-00: Test magnet with telescoping handle.

**XR2B:** Detector removal tool for current heads (*T55-127-010 included*).

**XR2:** Detector Remove Tool for use with low profile detector heads, and FSL-751.

XP-4: Extension pole for XR2/B (5 to 15 ft/1.524 to 4.572 m).

T55-127-010: Detector removal head.

**BCK-200B:** Black detector kit, package of 10 (for use with photo and ion detectors).

**WCK-200B:** White detector kit, package of 10 (for use with photo and ion detectors).

#### **Agency Listings and Approvals**

The listings and approvals below apply to intelligent bases as noted. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- UL Listed: S911, S1115.
- ULC Listed: S911, S1115.
- FM Approved.
- MEA: 22-95-E, 205-94-E Vol. 2; 257-06-E
- CSFM: 7300-1653:0126, 7135-1653:0213, 7300-1653:0109

### **Junction Box Selection Guide**

Base Models	Single Gang	3.5" Oct.	4.0" Oct.	4.0" Sq.	4.0" Sq. with 3.0" mud ring	50 mm	60 mm	70 mm	75 mm
B200S, B200S-LF, B200SR, B200SR-LF, B200SCOA	Yes	Yes	Yes	Yes	Yes	No	No	No	No
B501	No	Yes	No	No	Yes	Yes	Yes	Yes	No
B210LP	Yes	Yes	Yes	Yes	Yes	No	No	No	No
B224RB	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes
B224BI	No	Yes	Yes	Yes	No	No	No	Yes	Yes
NOTE: Box depth contingent on base and wire size.									

**NOTE:** Box depth contingent on base and wire size. Refer to National Electric Code or applicable local codes for appropriate recommendations.

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This document is not intended to be used for installation purposes. We try to keep our product information up-to-date and accurate. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.

For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com



# LISTING SERVICE

LISTING No.:	7300-1653:0109
CATEGORY:	7300 - FIRE ALARM CONTROL UNIT ACCESSORIES/MISC. DEVICES
LISTEE:	System Sensor, Unincorporated Div of Honeywell Int'l Inc. 3825 Ohio Ave, St. Charles, IL, 60174 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com
DESIGN:	Models B401, B401B, B401R, B401BR, B401BR-750, B401R-750, B402B, B404B, B404BT, B406B, B501, B501B, 14506587-002, B501BH, B501BHT, B401BH, B110LP, B110RLP, B110RLP750, B112LP, B114LP, B114LPBT, B116LP, B210LP, B501-BL, B50 IV, *B501-WHITE, B300-6, B300-6-IV, B300-6-IS detector bases. Refer to listee's data sheet for detailed product description and operational considerations.
RATING:	
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes and ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, *model number, *electrical rating and UL label.
APPROVAL:	Listed as detector bases for use with separately listed compatible detectors. *Refer to Manufacturers Installation Instruction Manual for details.
NOTES:	Formerly 7300-1209:128

\*Rev 04-03-18 gt



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

Date Issued: 04/30/2024

Listing Expires: 06/30/2025

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division

# FDRM-1(A)

# FlashScan® Dual Relay/Monitor Module



#### Intelligent/Addressable Devices

DN-60709:A

#### General

The **FDRM-1(A)** multi output-input module is designed for use with Notifier Onyx and CLIP series Fire Alarm Control Panels (FACPs).

The addressable module is intended for use in intelligent, twowire loops. It includes two individual relay control modules and two Class B monitor modules. Each relay output is intended for Form C switching applications which do not require wiring supervision for the load circuit. Each monitor input provides an interface between a fire alarm control panel and one or more normally open contact-type devices. Each relay output has its own green LED. Each monitored input has its own bi-color LED, which can be controlled by the control panel.

#### **Features**

- Powered by SLC loop directly, no external power required.
- Mounts in standard junction boxes (4.0"/10.16 cm square, 2.125"/5.398 cm deep).
- Integral LEDs flash green during normal operation (a programmable option) and latch on steady red to indicate alarm.
- Compatible with all Notifier Onyx and CLIP series Fire Alarm Control Panels (FACPs).
- Addressable-analog communication.
- Sleek, low-profile design.
- Two-wire SLC connection.
- Rotary, decimal addressing (1-99 on CLIP systems, 1-159 on FlashScan systems).
- Addresses can be viewed and changed without electronic programmers.

### **Specifications**

**Operating Temperature**: 32°F to 120°F (0°C to 49°C).

Relative Humidity: 10% - 93% non-condensing.

Size: 4.675" H x 4.275" W x 1.4" D. (Mounts to a 4" square by 2-1/8" deep box.)

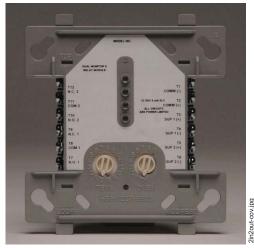
Shipping Weight: 6.3 oz. (178.6 grams).

#### **ELECTRICAL SPECIFICATIONS**

Normal Operating Voltage: 15 to 32 VDC.

Maximum Current Draw: 24 mA (4 LEDs on).

Average Operating Current: 1300 µA.



FDRM-1(A)

#### Relay Contact Ratings:

CURRENT RATING	MAXIMUM VOLTAGE	LOAD DESCRIPTION	APPLICATION
2 A	25 VAC	PF = 0.35	Non-coded
3 A	30 VDC	Resistive	Non-coded
2 A	30 VDC	Resistive	Coded
0.46 A	30 VDC	(L/R = 20ms)	Non-coded
0.7 A	70.7 VAC	PF = 0.35	Non-coded
0.9 A	125 VDC	Resistive	Non-coded
0.5 A	125 VAC	PF = 0.75	Non-coded
0.3 A	125 VAC	PF = 0.35	Non-coded

#### Installation and Programming

See installation instructions shipped with the module, and the *SLC Wiring Manual* for complete details. To ensure proper operation, these modules shall be connected to listed compatible system control panels only.

- Mount on a standard junction box (4.0"/10.16 cm square) which is at least 2.125"/5.398 cm deep.
- Terminal screws are provided for "in and out" wiring.
- Installation instructions are provided with each module.
- Surface-mount box is available as an option.
- Addressing:
  - Module base address=Relay Output #1
  - Module base address +1=Monitor Input #1
  - Module base address +2=Relay Output #2
  - Module base address +3=Monitor Input #2

Each module can use up to four (4) addresses. The base address selected with the rotary address switches will be assigned to relay output #1 from 00 to 156. The module will automatically assign the next three addresses as appropriate to monitored input #1, relay output #2, and monitored input #2.

DIP switch settings can disable relay output #2 or monitored input #2 and free up those addresses. (NOTE: This will affect addressing; see installation manual for details.)

**NOTE:** The inputs and outputs on FDRM-1(A) provide Style B (Class B) circuits ONLY. Style D (Class A) circuits are NOT supported in any application.

#### **Agency Listings and Approvals**

These listings and approvals apply to the modules specified in this document. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- UL/ULC Listed: S635
- CSFM: 7300-0028:0219

#### **Product Line Information**

NOTE: "A" suffix indicates ULC Listed model. FDRM-1: FlashScan® Dual Relay/Monitor Module. FDRM-1A: Same as above but with ULC Listing. SMB500: Surface-mount electrical box.

DNR(A)/DNRW: Duct detector housing.

EA-CB: Control module barrier.

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For more information, contact Notifier. Phone: (203) 484-7161, FAX: (203) 484-7118. www.notifier.com



# LISTING SERVICE

LISTING No.:	7300-0028:0219
CATEGORY:	7300 - FIRE ALARM CONTROL UNIT ACCESSORIES/MISC. DEVICES
LISTEE:	Notifier One Fire-Lite Place, Northford, CT, 06472 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com
DESIGN:	Models XP6-R relay module, XP6-C, supervising control module, XP10-M input monitor module, XP6-MA six zone interface module, FMM-1, FMM-101, FZM-1, FSM-101, FDM-1, FTM-1 monitor modules, FCM-1, FRM-1 control modules, and *FDRM-1 with 2 input/2 output relay module. All devices are intended to be connected between the signaling line circuit of a compatible fire alarm control panel. Refer to listee's data sheet for additional detailed product description and operational considerations.
RATING:	16-33 VDC Primary
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes & ordinances and in manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, product number and UL label.
APPROVAL:	Listed as control unit accessories for use with listee's separately listed compatible fire alarm control units. Model FTM-1 is intended to be used with Notifier Models NFS-640, NFS2-640 (CSFM Listing No. 7165-0028:214), NFS-3030, NFS2-3030 (CSFM Listing No. 7165-0028:224) Fire Alarm Control Units.
NOTES:	If an external power supply is used for Model XP6-MA, the negative of the external power supply is referenced to the negative of the auxiliary supply of the compatible control panel. This is done in order to detect ground faults on the initiating circuit.

\*Rev. 10-24-11 mt



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

Date Issued: 05/01/2024

Listing Expires: 06/30/2025



# LISTING SERVICE

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division



# Indoor Selectable-Output Strobes and Horn Strobes for Ceiling Applications

SpectrAlert<sup>®</sup> Advance audible visible notification products are rich with features guaranteed to cut installation times and maximize profits.





#### Features

- Plug-in design with minimal intrusion into the back box
- Tamper-resistant construction
- Automatic selection of 12- or 24-volt operation at 15 and 15/75 candela
- Field-selectable candela settings on ceiling units: 15, 15/75, 30, 75, 95, 110, 115, 135, 150, 177, and 185
- Horn rated at 88+ dBA at 16 volts
- Rotary switch for horn tone and three volume selections
- Universal mounting plate for ceiling units
- Mounting plate shorting spring feature checks wiring continuity before device installation
- Electrically Compatible with legacy SpectrAlert devices
- Compatible with MDL3 sync module
- Listed for ceiling or wall mounting

**The SpectrAlert Advance series** offers the most versatile and easy-to-use line of horns, strobes, and horn strobes in the industry. With white and red plastic housings, wall and ceiling mounting options, and plain and FIRE-printed devices, SpectrAlert Advance can meet virtually any application requirement.

Like the entire SpectrAlert Advance product line, ceiling-mount strobes and horn strobes include a variety of features that increase their application versatility while simplifying installation. All devices feature a plug-in design with minimal intrusion into the back box, making installations fast and foolproof while virtually eliminating costly and time-consuming ground faults.

To further simplify installation, SpectrAlert Advance utilizes a universal mounting plate so you can mount them to a wide array of back boxes. With an onboard shorting spring, installers can test wiring continuity before the device is installed.

Installers can also easily adapt devices to a suit a wide range of application requirements using field-selectable candela settings, automatic selection of 12- or 24-volt operation, and a rotary switch for horn tones with three volume selections.

# **Agency Listings**









S4011 (chimes, horn strobes, horns) S5512 (strobes) 7125-1653:0186 (indoor strobes) 7125-1653:0188 (horn strobes, chime strobes) 7135-1653:0189 (horns, chimes)

### **SpectrAlert Advance Specifications**

## Architect/Engineer Specifications

#### General

SpectrAlert Advance strobes and horn strobes shall mount to a standard 4 × 4 × 1½-inch back box, 4-inch octagon back box, or doublegang back box. Two-wire products shall also mount to a single-gang 2 × 4 × 17/8-inch back box. A universal mounting plate shall be used for mounting ceiling and wall products. The notification appliance circuit wiring shall terminate at the universal mounting plate. Also, SpectrAlert Advance products, when used with the Sync•Circuit<sup>™</sup> Module accessory, shall be powered from a non-coded notification appliance circuit output and shall operate on a nominal 12 or 24 volts. When used with the Sync•Circuit Module, 12-volt-rated notification appliance circuit outputs shall operate between 8.5 and 17.5 volts; 24-volt-rated notification appliance circuit outputs shall operate between 16.5 and 33 volts. Indoor SpectrAlert Advance products shall operate between 32 and 120 degrees Fahrenheit from a regulated DC or full-wave rectified unfiltered power supply. Strobes and horn strobes shall have field-selectable candela settings including 15, 15/75, 30, 75, 95, 110, 115, 135, 150, 177, and 185.

#### Strobe

The strobe shall be a System Sensor SpectrAlert Advance Model \_\_\_\_\_\_ listed to UL 1971 and shall be approved for fire protective service. The strobe shall be wired as a primary-signaling notification appliance and comply with the Americans with Disabilities Act requirements for visible signaling appliances, flashing at 1 Hz over the strobe's entire operating voltage range. The strobe light shall consist of a xenon flash tube and associated lens/reflector system.

#### **Horn Strobe Combination**

The horn strobe shall be a System Sensor SpectrAlert Advance Model \_\_\_\_\_\_\_ listed to UL 1971 and UL 464 and shall be approved for fire protective service. The horn strobe shall be wired as a primary-signaling notification appliance and comply with the Americans with Disabilities Act requirements for visible signaling appliances, flashing at 1 Hz over the strobe's entire operating voltage range. The strobe light shall consist of a xenon flash tube and associated lens/reflector system. The horn shall have three audibility options and an option to switch between a temporal three pattern and a non-temporal (continuous) pattern. These options are set by a multiple position switch. On four-wire products, the strobe shall be powered independently of the sounder. The horn on horn strobe models shall operate on a coded or non-coded power supply.

#### Synchronization Module

The module shall be a System Sensor Sync•Circuit model MDL3 listed to UL 464 and shall be approved for fire protective service. The module shall synchronize SpectrAlert strobes at 1 Hz and horns at temporal three. Also, while operating the strobes, the module shall silence the horns on horn strobe models over a single pair of wires. The module shall mount to a 4  $11/16 \times 4 11/16 \times 2 1/8$ -inch back box. The module shall also control two Style Y (class B) circuits or one Style Z (class A) circuit. The module shall synchronize multiple zones. Daisy chaining two or more synchronization modules together will synchronize all the zones they control. The module shall not operate on a coded power supply.

Physical/Electrical Specifications	
Standard Operating Temperature	32°F to 120°F (0°C to 49°C)
Humidity Range	10 to 93% non-condensing
Strobe Flash Rate	1 flash per second
Nominal Voltage	Regulated 12 DC/FWR or regulated 24 DC/FWR <sup>1</sup>
Operating Voltage Range <sup>2</sup>	8 to 17.5 V (12 V nominal) or 16 to 33 V (24 V nominal)
Operating Voltage Range (MDL3)	8.5 to 17.5V (12 V nominal) or 16.5 to 33 V (24V nominal)
Input Terminal Wire Gauge	12 to 18 AWG
Ceiling-Mount Dimensions (including lens)	6.8" diameter $\times$ 2.5" high (173 mm diameter $\times$ 64 mm high)
Ceiling-Mount Surface Mount Back Box Skirt Dimensions (SBBCR, SBBCW)	6.9" diameter x 3.4" high (175 mm diameter x 86 mm high)

#### Notes:

1. Full Wave Rectified (FWR) voltage is a non-regulated, time-varying power source that is used on some power supply and panel outputs.

2. P, S, PC, and SC products will operate at 12 V nominal only for 15 and 15/75 cd.

### **UL Current Draw Data**

		8-17.5 Volts		16–33 Volts	
	Candela	DC	FWR	DC	FWR
Standard Candela Range	15	123	128	66	71
	15/75	142	148	77	81
	30	NA	NA	94	96
	75	NA	NA	158	153
	95	NA	NA	181	176
	110	NA	NA	202	195
	115	NA	NA	210	205
High	135	NA	NA	228	207
Candela Range	150	NA	NA	246	220
	177	NA	NA	281	251
	185	NA	NA	286	258

#### UL Max. Current Draw (mA RMS), 2-Wire Horn Strobe, Standard Candela Range (15–115 cd)

	8–17.5 V	olts	16–33 V	olts					
DC Input	15	15/75	15	15/75	30	75	95	110	115
Temporal High	137	147	79	90	107	176	194	212	218
Temporal Medium	132	144	69	80	97	157	182	201	210
Temporal Low	132	143	66	77	93	154	179	198	207
Non-Temporal High	141	152	91	100	116	176	201	221	229
Non-Temporal Medium	133	145	75	85	102	163	187	207	216
Non-Temporal Low	131	144	68	79	96	156	182	201	210
FWR Input									
Temporal High	136	155	88	97	112	168	190	210	218
Temporal Medium	129	152	78	88	103	160	184	202	206
Temporal Low	129	151	76	86	101	160	184	194	201
Non-Temporal High	142	161	103	112	126	181	203	221	229
Non-Temporal Medium	134	155	85	95	110	166	189	208	216
Non-Temporal Low	132	154	80	90	105	161	184	202	211

#### UL Max. Current Draw (mA RMS), 2-Wire Horn Strobe, High Candela Range (135–185 cd)

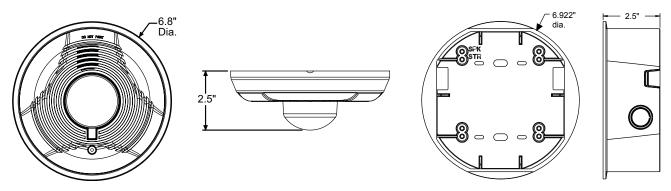
	16–33 \	/olts				16–33 Volts			
DC Input	135 150		177 185		FWR Input	135	150	177	185
Temporal High	245	259	290	297	Temporal High	215	231	258	265
Temporal Medium	235	253	288	297	Temporal Medium	209	224	250	258
Temporal Low	232	251	282	292	Temporal Low	207	221	248	256
Non-Temporal High	255	270	303	309	Non-Temporal High	233	248	275	281
Non-Temporal Medium	242	259	293	299	Non-Temporal Medium	219	232	262	267
Non-Temporal Low	238	254	291	295	Non-Temporal Low	214	229	256	262

## Horn Strobe Tones and Sound Output Data

			8-17.5	8–17.5 16–33			24-Volt Nominal			
Switch			Volts		Volts		Reverb	erant	Anecho	oic
Position	Sound Pattern	dB	DC	FWR	DC	FWR	DC	FWR	DC	FWR
1	Temporal	High	78	78	84	84	88	88	99	98
2	Temporal	Medium	74	74	80	80	86	86	96	96
3	Temporal	Low	71	73	76	76	83	80	94	89
4	Non-Temporal	High	82	82	88	88	93	92	100	100
5	Non-Temporal	Medium	78	78	85	85	90	90	98	98
6	Non-Temporal	Low	75	75	81	81	88	84	96	92
7†	Coded	High	82	82	88	88	93	92	101	101
8†	Coded	Medium	78	78	85	85	90	90	97	98
9†	Coded	Low	75	75	81	81	88	85	96	92

<sup>†</sup>Settings 7, 8, and 9 are not available on 2-wire horn strobes.

#### **SpectrAlert Advance Dimensions**



**Ceiling-mount horn strobes** 

Ceiling back box surface mount back box

#### SpectrAlert Advance Ordering Information

Model	Description
<b>Ceiling Hor</b>	n Strobes
PC2R	2-Wire Horn Strobe, Standard cd, Red
PC2R-P	2-Wire Horn Strobe, Standard cd, Red, Plain (no "FIRE") marking
PC2RH	2-Wire Horn Strobe, High cd, Red
PC2W	2-Wire Horn Strobe, Standard cd, White
PC2W-P	2-Wire Horn Strobe, Standard cd, White, Plain (no "FIRE") marking
PC2W-SP	2-Wire Horn Strobe, Standard cd, White, "Fuego" marking
PC2WH	2-Wire Horn Strobe, High cd, White
PC2WH-P	2-Wire Horn Strobe, High cd, White, Plain (no "FIRE") marking
PC2WH-SP	2-Wire Horn Strobe, High cd, White, "Fuego"
PC4R	4-Wire Horn Strobe, Standard cd, Red
PC4RH	4-Wire Horn Strobe, High cd, Red
PC4W	4-Wire Horn Strobe, Standard cd, White

Model	Description
<b>Ceiling St</b>	robes
SCR	Strobe, Standard cd, Red
SCRH	Strobe, High cd, Red
SCW	Strobe, Standard cd, White
SCW-P	Strobe, Standard cd, White, Plain (no "Fire") marking
SCWH	Strobe, High cd, White
Accessori	es
SBBCR	Surface Mount Back Box, Ceiling, Red
SBBCW	Surface Mount Back Box, Ceiling, White

#### Notes:

All -P models have a plain housing (no "FIRE" marking on cover)

All -SP models have "FUEGO" marking on cover

"Standard cd" refers to strobes that include 15, 15/75, 30, 75, 95, 110, and 115 candela settings. "High cd" refers to strobes that include 135, 150, 177, and 185 candela settings.



3825 Ohio Avenue • St. Charles, IL 60174 Phone: 800-SENSOR2 • Fax: 630-377-6495 ©2015 System Sensor. Product specifications subject to change without notice. Visit systemsensor.com for current product information, including the latest version of this data sheet. AVDS10102 • 03/15



# LISTING SERVICE

LISTING No.:	7125-1653:0186
CATEGORY:	7125 - FIRE ALARM DEVICES FOR THE HEARING IMPAIRED
LISTEE:	System Sensor, Unincorporated Div of Honeywell Int'l Inc. 3825 Ohio Ave, St. Charles, IL, 60174 Contact: Brant,Lisa (203) 484-6105 (203) 484-7309 Email: lisa.brant@honeywell.com
DESIGN:	Synchronous type strobe lights, Models SR, SRH, SW, SW-CLR-ALERT, SWH, SCR, SCRH, SCW, SCW-CLR-ALERT and SCWH followed by the suffix -P, -SP, -PG, or none.
	Intended for indoor use mounted on the wall or the ceiling. Refer to listee's data sheet for additional detailed product description and operational considerations.
RATING:	8-17.5 or 16-33 VDC/FWR Candela: 15, 15/75, 30, 75, 95, 110, 115, *135, *150, *177, *185cd
INSTALLATION:	In accordance with listee's printed installation instructions, applicable codes and ordinances, and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, model number, electrical rating and UL label.
APPROVAL:	Listed as strobe lights suitable for hearing impaired application when used with separately listed compatible fire alarm control units. Suitable for indoor use, wall or ceiling mounted. Refer to listee's Installation Instruction Manual for details.
NOTES:	

\*Rev. 03-11-10 fm



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

Date Issued: 05/03/2024

Listing Expires: 06/30/2025



# LISTING SERVICE

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division



# Indoor Selectable-Output Speaker Strobes and Dual Voltage Evacuation Speakers for Ceiling Applications



SpectrAlert<sup>®</sup> Advance selectable-output speaker strobes and dual-voltage evacuation speakers can reduce ground faults and enable faster installation.

# Features

- Plug-in design and protective cover reduce ground faults
- Universal mounting plate with an onboard shorting spring tests wiring continuity before installation
- No extension ring required
- Field selectable candela settings: Standard: 15, 15/75, 30, 75, 95, 110, 115 High: 135, 150, 177, 185
- Automatic selection of 12- or 24-volt operation at 15 and 15/75 candela
- Rotary switch simplifies field selection of speaker voltage (25 and 70.7 Vrms) and power settings (1/4, 1/2, 1 and 2 watts)
- SP speakers offer high fidelity sound output
- SPV speakers offer high volume sound output
- Compatible with System Sensor synchronization protocol
- Electrical compatibility with existing SpectrAlert products
- Optional tamper resistant Torx head screw included
- Listed for ceiling or wall mounting

**The SpectrAlert Advance Series** of speakers and speaker strobes reduce costly ground faults using a plug-in design and universal mounting plate that allow the installer to pre-wire mounting plates, dress the wires, and confirm wiring continuity before plugging in the speakers. In addition, a protective plastic cover prevents nicked wires by covering exposed speaker components.

These devices also enable faster installations by providing instant feedback to ensure that wiring is properly connected, rotary switches to select voltage and power settings, and 11 field-selectable candela settings for both wall and ceiling speaker strobes.

The low total harmonic distortion of the SP speaker offers high fidelity sound output while the SPV speaker offers high volume sound output for use in high ambient noise applications.

#### SpectrAlert Advance makes installation easy

- Attach a universal mounting plate to a  $4 \times 4 \times 21/8$  inch back box . Flush-mount applications do not require an extension ring.
- Connect the notification appliance circuit or speaker wiring to the terminals on the mounting plate.
- Attach the speaker or speaker strobe to the mounting plate by inserting the product tabs into the mounting plate grooves. Rotate the device into position to lock the product pins into the mounting plate terminals. The device will temporarily hold in place with a catch until it is secured with a captured mounting screw.

### **Agency Listings**







### SpectrAlert Advance Speaker and Speaker Strobe Specifications

#### Architectural/Engineering Specifications

#### General

SpectrAlert Advance speaker and speaker strobes shall mount to a 4 × 4 × 21/8-inch back box. A universal mounting plate shall be used for mounting ceiling and wall products. The notification appliance circuit and amplifier wiring shall terminate at the universal mounting plate. Also, SpectrAlert Advance speaker strobes, when used with the Sync•Circuit™ Module accessory, shall be powered from a non-coded notification appliance circuit output and shall operate on a nominal 12 or 24 volts. When used with the Sync•Circuit Module, 12-volt rated notification appliance circuit outputs shall operate between nine and 17.5 volts; 24-volt rated notification appliance circuit outputs shall operate between 17 and 33 volts. Indoor SpectrAlert Advance products shall operate between 32°F and 120°F from a regulated DC, or full-wave rectified, unfiltered power supply. Speaker strobes shall have field-selectable candela settings including 15, 15/75, 30, 75, 95, 110, 115, 135, 150, 177, 185.

#### Speaker

The speaker shall be a System Sensor SpectrAlert Advance model \_\_\_\_\_\_ dual-voltage transformer speaker capable of operating at 25.0 or 70.7 nominal Vrms. It should be listed to UL 1480 and shall be approved for fire protective service. The speaker shall have a frequency range of 400 to 4,000 Hz and shall have an operating temperature between 32°F and 120°F. The speaker shall have power taps and voltage that are selected by rotary switches.

#### Speaker Strobe combination

The speaker strobe shall be a System Sensor SpectrAlert Advance model \_\_\_\_\_\_ listed to UL1480 and UL 1971 and be approved for fire protective signaling systems. The speaker shall be capable of operating at 25.0 or 70.7 nominal Vrms selected via rotary switch, and shall have a frequency range of 400 to 4,000 Hz. The speaker shall have power taps that are selected by rotary switch. The strobe shall comply with the NFPA 72 requirements for visible signaling appliances, flashing at 1 Hz over the strobe's entire operating voltage range. The strobe light shall consist of a xenon flash tube and associated lens/reflector system.

#### Synchronization Module

The module shall be a System Sensor Sync•Circuit model MDL listed to UL 464 and shall be approved for fire protective service. The module shall synchronize

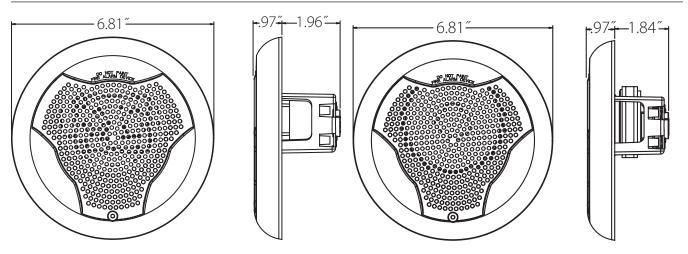
SpectrAlert strobes at 1 Hz. The module shall mount to a  $411/16 \times 411/16 \times 21/8$ -inch back box. The module shall also control two Style Y (class B) circuits or one Style Z (class A) circuit. The module shall synchronize multiple zones. Daisy chaining two or more synchronization modules together will synchronize all the zones they control. The module shall not operate on a coded power supply.

Physical Specifications	
Operating Temperature	32°F to 120°F (0°C to 49°C)
Humidity Range	10 to 93% non-condensing
Dimensions, Ceiling-Mount	
SPS Speaker Strobe	6.8 in Dia. $\times$ 4.7 in D (including lens and speaker)
SPSV Speaker Strobe	6.8 in Dia. $\times$ 4.8 in D (including lens and speaker)
SP Speaker	6.8 in Dia. × 2.8 in D
SPV Speaker	6.8 in Dia. × 2.9 in D
Electrical/Operating Specifications	
Nominal Voltage (speakers)	25 Volts or 70.7 Volts (nominal)
Maximum Supervisory Voltage (speakers)	50 VDC
Strobe Flash Rate	1 flash per second
Nominal Voltage (strobes)	Regulated 12 V DC/FWR or regulated 24 DC/FWR
Operating Voltage Range (includes fire	8 to 17.5 V (12 V nominal) or 16 to 33 V (24 V nominal)
alarm panels with built in sync)	
Operating Voltage with MDL Sync Module	9 to 17.5 V (12 V nominal) or 17 to 33 V (24 V nominal)
Frequency Range	400 to 4,000 Hz
Power	1/4, 1/2, 1, 2 watts

## **UL Current Draw Data**

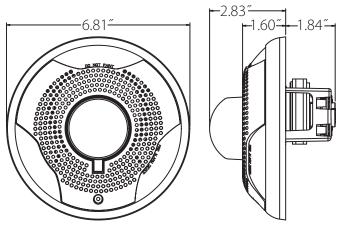
		8 to 17.5 Volts	6	16 to 33 Volts	i
	Candela	DC	FWR	DC	FWR
Standard	15	123	128	66	71
Candela Range	15/75	142	148	77	81
	30	NA	NA	94	96
	75	NA	NA	158	153
	95	NA	NA	181	176
	110	NA	NA	202	195
	115	NA	NA	210	205
High	135	NA	NA	228	207
Candela Range	150	NA	NA	246	220
	177	NA	NA	281	251
	185	NA	NA	286	258
Sound Output					
UL Reverberant (dB	3A @ 10 ft.)	2W	1W	½ W	1⁄4 W
Ceiling-Mount SPC	Series	86	83	80	77
Ceiling-Mount SPC	V Series	90	87	84	81
Ceiling-Mount SPS	C Series	85	82	79	76
Ceiling-Mount SPS	CV Series	89	86	83	80

### Dimensions



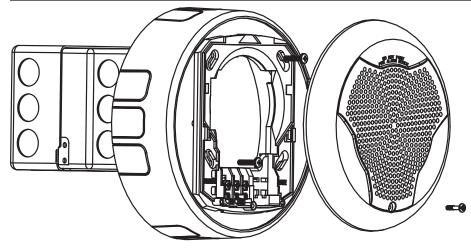
Ceiling-Mount SPV Speaker

Ceiling-Mount SP Speaker



**Ceiling-Mount SPS Speaker Strobe** 

### **Surface Mounting**



Ceiling-Mount Speaker with SPBBSCW Back Box

### Ordering Information for SpectrAlert® Advance Speakers and Speaker Strobes

Ceiling Mount		
White	Red	Description
SPCW	SPCR	Speaker only
SPCWV	SPCRV	Speaker only, High dB
SPSCW*	SPSCR	Speaker Strobe, Standard cd
SPSCWH*	SPSCRH	Speaker Strobe, High cd
SPSCWV*	SPSCRV	Speaker Strobe, Standard cd, High dB
SPSCWVH	SPSCRVH	Speaker Strobe, High cd, High dB
SPSCW-CLR-ALERT	—	Speaker Strobe, Standard cd, Clear Lens
Accessories		
White	Red	Description
RFPW	RFP	7 in $\times$ 9.5 in Retrofit Plate
SPBBSCW	SPBBSC	Ceiling Mount Back Box Skirt
TRCW	TRC	Ceiling Mount Trim Ring

#### Notes:

\* Add -P to model number for plain housing (no "FIRE" marking on the cover) e.g. SPSCW-P

+ "Standard cd" refers to strobes that include 15, 15/75, 30, 75, 95, 110, and 115 candela settings. "High cd" refers to strobes that include 135, 150, 177, and 185 candela settings.



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## CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING & INVESTIGATIONS DIVISION BUILDING MATERIALS LISTING PROGRAM

## LISTING SERVICE

LISTING No.:	7320-1653:0201
CATEGORY:	7320 - SPEAKERS
LISTEE:	System Sensor, Unincorporated Div of Honeywell Int'l Inc. 3825 Ohio Ave, St. Charles, IL, 60174 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com
DESIGN:	<ul> <li>Models SPR,SPW,SPRV, and SPWV SpectrAlert Speakers - Rectangular enclosure.</li> <li>Models SPCW, SPCR, SPCWV, and SPCRV SpectrAlert Speakers with round enclosure.</li> <li>Models SPSR, SPSRH, SPSW, SPSW-ALERT, SPSW-CLR-ALERT, *SPSWK-CLR-ALERT, SPSWH, SPSRV, and SPSWV SpectrAlert Speaker/Strobe with rectangular enclosure. Models SPSCR, SPSCRH, SPSCW, *SPSCWK-CLR-ALERT, SPSCWH, SPSCRV, SPSCRVH, SPSCRV, and SPSCWVH SpectrAlert Speaker/Strobe with round enclosure. Model SPSCW-CLR-ALERT Speaker/Strobe. Model SPSW-ALERT has amber lens and is intended for non-fire use.</li> <li>All models identified are intended for indoor use mounted on the wall or ceiling. Models with a "K" in the suffix are suitable for indoor or outdoor use with an operating temperature rating of -40°C to +66°C (-40°F to +151°F) and have a NEMA 4X enclosure rating when used with models PWBB, PWBBW (wall) or the model PWBBCW (ceiling) plastic weatherproof back boxes or with Model MWBBW (Wall), MWBB (Wall) or MWBBCW (Ceiling) metal weatherproof back boxes. Models not containing "- P", in the suffix have english lettering reading "FIRE" on the housing. Refer to listee's data sheet for additional detailed product description and operational considerations.</li> </ul>
RATING:	Nominal Voltage: 25 Vrms or 70 Vrms Power Settings: ¼, ½, 1, 2 Watts Frequency Range: 400 - 4000 Hz
INSTALLATION:	In accordance with listee's printed installation instructions, NFPA 72, applicable codes & ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, model number, electrical rating and UL label.



## CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING & INVESTIGATIONS DIVISION BUILDING MATERIALS LISTING PROGRAM

## LISTING SERVICE

APPROVAL:	Listed as speaker/strobes when used with separately listed compatible fire alarm control
	units. Suitable for wall or ceiling mount.
	These speaker/strobes do not generate a distinctive three-pulse temporal code pattern (for total evacuation) as required per NFPA 72, 2010 edition. If required, the appliances must be used with a fire alarm control unit that can generate the temporal pattern signal.
NOTES:	

\*Corrected 02-06-12 bh



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

### Date Issued: 04/29/2024

Listing Expires: 06/30/2025

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division



# Outdoor, Selectable-Output Speaker Strobes and Dual-Voltage Evacuation Speakers for Wall Applications

SpectrAlert<sup>®</sup> Advance outdoor, selectable-output speaker strobes and dual-voltage evacuation speakers meet virtually any outdoor application requirement.

### Features

- Weatherproof per NEMA 4X, IP56
- Rated from -40°F to 151°F
- Plug-in design reduces ground faults
- Universal mounting plate with onboard shorting spring that tests wiring continuity before devices are installed
- Field-selectable candela settings: 15, 15/75, 30, 75, 95, 110, 115, 135, 150, 177, and 185
- Automatic selection of 12- or 24-volt operation at 15 and 15/75 candela
- Rotary switch for speaker voltage (25 and 70.7 Vrms) and power settings (1/4, 1/2, 1 and 2 watts)
- Compatible with System Sensor synchronization protocol and legacy SpectrAlert products
- Tamper-resistant construction
- Listed for ceiling or wall mounting



**SpectrAlert Advance** offers the broadest line of outdoor speakers and speaker strobes in the industry. From metal and plastic outdoor back boxes, to white and red plastic housings, to wall and ceiling mounting options, SpectrAlert Advance can meet virtually any application requirement.

Wall-mount outdoor speakers and speaker strobes can be used indoors or outdoors in wet or dry applications, and can provide reliable operation from -40°F to 151°F. These speakers provide a broad frequency response range, low harmonic distortion and maintain a high sound pressure level at all tap settings to provide accurate and intelligible broadcast of evacuation messages.

Like the entire SpectrAlert Advance line, wall-mount outdoor speakers and speaker strobes include a variety of features that increase application flexibility and simplify installation. First, field-selectable settings, including candela, speaker voltage and power settings, and automatic selection of 12- or 24-volt operation enable installers to easily adapt devices to meet requirements.

Next, these devices use a universal mounting plate with an onboard shorting spring that ensures wiring continuity before devices are installed, so installers can verify proper wiring without mounting the devices and exposing them to potential construction damage. Once the plates are mounted, all SpectrAlert Advance devices utilize a plug-in design with a single captured screw to speed installation and virtually eliminate costly ground faults.

Outdoor devices ship with weatherproof plastic back boxes (metal back boxes are available separately) that accommodate in-andout wiring for daisy chaining devices. Plastic back boxes feature removable side flanges and improved resistance to saltwater corrosion. Knock-outs located on the back eliminate the need to drill holes for screw-in mounting. Plastic and metal weatherproof back boxes come with ¾-inch top and bottom conduit entries and ¾-inch knock-outs at the back. A screw-in NPT plug with an O-ring gasket for a watertight seal is included with each back box.

### **Agency Listings**

7320-1653:201





### SpectrAlert® Advance Outdoor Speaker and Speaker Strobe Specifications

#### Architectural/Engineering Specifications

#### General

SpectrAlert Advance outdoor speakers and speaker strobes shall mount to a weatherproof back box. A universal mounting plate shall be used for mounting ceiling and wall products. The notification appliance circuit and amplifier wiring shall terminate at the universal mounting plate. Also, SpectrAlert Advance speaker strobes, when used with the Sync•Circuit<sup>™</sup> Module accessory, shall be powered from a non-coded notification appliance circuit output and shall operate on a nominal 12 or 24 volts. When used with the Sync•Circuit Module, 12-volt-rated notification appliance circuit outputs shall operate between 9 and 17.5 volts; 24-volt-rated notification appliance circuit outputs shall operate between 17 and 33 volts. Outdoor SpectrAlert Advance products shall operate between –40°F and 151°F from a regulated DC, or full-wave rectified, unfiltered power supply.

#### Speaker

Speaker shall be a System Sensor SpectrAlert Advance Model \_\_\_\_\_\_ dual-voltage transformer speaker capable of operating at 25.0 or 70.7 nominal Vrms. Speaker shall be listed to Underwriters Laboratories Standard S4048 for outdoor fire protective signaling systems. Speaker shall have a frequency range of 400 to 4,000 Hz and shall have an operating temperature from -40°F to 150.8°F. Speaker shall have power taps and wattage settings that are selected by rotary switches. The speaker must be installed with its weatherproof back box in order to remain outdoor approved per UL listing S4048. The speaker shall be suitable for use in air handling spaces and wet environments.

#### Speaker Strobe Combination

The speaker strobe shall be a System Sensor Model \_\_\_\_\_\_ listed to UL 1638 and UL 1480 and be approved for fire protective signaling systems. Speaker shall be capable of operating at 25.0 or 70.7 nominal Vrms and shall have a frequency range of 400 to 4,000 Hz. Speaker shall have power taps that are selected by rotary switch. The strobe shall consist of a xenon flash tube with associated lens/reflector system and operate on either 12 or 24 volts. The strobe shall also feature selectable candela output, providing options for 15 or 15/75 candela when operating on 12 volts and 15, 15/75, 30, 75, 110, 115, 135, 150, 177 or 185 candela when operating on 24 volts. The strobe shall comply with the Americans with Disabilities Act requirement for visible signaling appliances, flashing at 1 Hz over the strobe's entire operating voltage range. The speaker strobe must be installed with its weatherproof back box in order to remain outdoor approved per UL. The speaker strobe shall be suitable for use in wet environments.

Physical Specifications	
Operating Temperature	–40°F to 151°F (–40°C to 66°C)
Dimensions, Wall-Mount	
SPS Speaker Strobe	$6.0^{\text{``}}\text{L} \times 5.0^{\text{'`}}\text{W} \times 4.7^{\text{'`}}\text{D}$ (including lens and speaker)
SP Speaker	$6.0$ L $\times$ $5.0$ W $\times$ $2.9$ D
Dimensions, Wall-Mount Weatherproof Back Box	6.5″L × 5.5″H × 2.9″D
Electrical/Operating Specifications	
Nominal Voltage (speakers)	25 V or 70.7 V (nominal)
Maximum Supervisory Voltage (speakers)	50 VDC
Strobe Flash Rate	1 flash per second
Nominal Voltage (strobes)	Regulated 12 VDC/FWR or regulated 24 DC/FWR
Operating Voltage Range (includes fire alarm panels with built in sync)	8 to 17.5 V (12 V nominal) or 16 to 33 V (24 V nominal)
Operating Voltage with MDL Sync Module	9 to 17.5 V (12 V nominal) or 17 to 33 V (24 V nominal)
Frequency Range	400 to 4,000 Hz
Power	1/4, 1/2, 1, 2 watts

## **UL Current Draw Data**

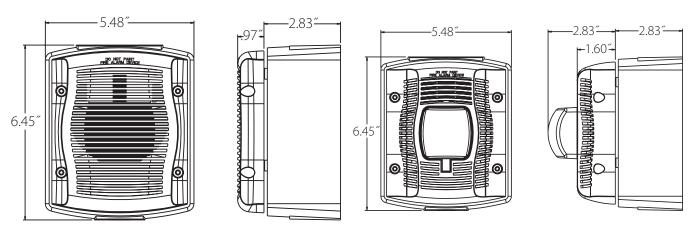
UL Max. Strobe Current Draw (mA RMS)					
		8 to 17.5 Volts		16 to 33 Volts	
	Candela	DC	FWR	DC	FWR
Standard	15	123	128	66	71
Candela Range	15/75	142	148	77	81
	30	NA	NA	94	96
	75	NA	NA	158	153
	95	NA	NA	181	176
	110	NA	NA	202	195
	115	NA	NA	210	205
High	135	NA	NA	228	207
Candela Range	150	NA	NA	246	220
	177	NA	NA	281	251
	185	NA	NA	286	258
Sound Output					
UL Reverberant (dBA @ 10 ft.)		2W	1W	¹∕₂ ₩	1⁄4 W
Outdoor Speaker		90	87	84	81
Outdoor Speaker/Strobe		89	86	83	80

### **Candela Derating**

For K series products used at low temperatures, listed candela ratings must be reduced in accordance with this table.

Strobe Output (cd)			
Listed Candela	Candela rating at -40°F		
15			
15/75	Do not use below 32°F		
30			
75	44		
95	70		
110	110		
115	115		
135	135		
150	150		
177	177		
185	185		
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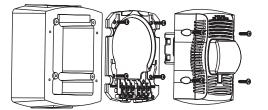
### Dimensions



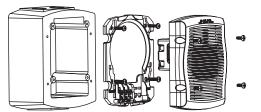
Wall-Mount Outdoor Speaker

Wall-Mount Outdoor Speaker Strobe

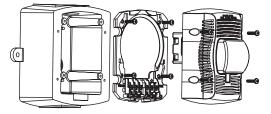
### **Surface Mounting**



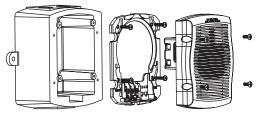
Wall-Mount Speaker Strobe with Plastic Weatherproof Back Box



Wall-Mount Speaker with Plastic Weatherproof Back Box



Wall-Mount Speaker Strobe with Metal Weatherproof Back Box



Wall-Mount Speaker with Metal Weatherproof Back Box

### Ordering Information for SpectrAlert® Advance Outdoor Speakers and Speaker Strobes

Wall Mount		
White	Red	Description
SPWK*	SPRK*	Outdoor Speaker (includes plastic weatherproof back box)
SPSWK*†	SPSRK*†	Outdoor Speaker Strobe, Standard cd (includes plastic weatherproof back box)
SPSWK-CLR- ALERT		Outdoor Speaker Strobe, Standard cd, Clear Lens, ALERT Printed (includes plastic weatherproof back box)
_	SPSRHK	Outdoor Speaker Strobe, High cd (135, 150, 177, 185) (includes plastic weatherproof back box)
Accessories		
White	Red	Description
MWBBW	MWBB	Wall, Metal Weatherproof Back Box

#### Notes:

\*Add "-R" to model number for weatherproof replacement device (no back box included), e.g., SPWK-R. \*Add "-P" to model number for plain housing (no "FIRE" marking on cover), e.g., SPSWK-P.

"Standard cd" refers to strobes that include 15, 15/75, 30, 75, 95, 110, and 115 candela settings. "High cd" refers to strobes that include 135, 150, 177, and 185 candela settings. When replacing standard outdoor units, both the device and back box must be replaced.



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## CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING & INVESTIGATIONS DIVISION BUILDING MATERIALS LISTING PROGRAM

## LISTING SERVICE

LISTING No.:	7320-1653:0201
CATEGORY:	7320 - SPEAKERS
LISTEE:	System Sensor, Unincorporated Div of Honeywell Int'l Inc. 3825 Ohio Ave, St. Charles, IL, 60174 Contact: Brant, Lisa 2034846105 Email: lisa.brant@honeywell.com
DESIGN:	<ul> <li>Models SPR,SPW,SPRV, and SPWV SpectrAlert Speakers - Rectangular enclosure.</li> <li>Models SPCW, SPCR, SPCWV, and SPCRV SpectrAlert Speakers with round enclosure.</li> <li>Models SPSR, SPSRH, SPSW, SPSW-ALERT, SPSW-CLR-ALERT, *SPSWK-CLR-ALERT, SPSWH, SPSRV, and SPSWV SpectrAlert Speaker/Strobe with rectangular enclosure. Models SPSCR, SPSCRH, SPSCW, *SPSCWK-CLR-ALERT, SPSCWH, SPSCRV, SPSCRVH, SPSCRV, and SPSCWVH SpectrAlert Speaker/Strobe with round enclosure. Model SPSCW-CLR-ALERT Speaker/Strobe. Model SPSW-ALERT has amber lens and is intended for non-fire use.</li> <li>All models identified are intended for indoor use mounted on the wall or ceiling. Models with a "K" in the suffix are suitable for indoor or outdoor use with an operating temperature rating of -40°C to +66°C (-40°F to +151°F) and have a NEMA 4X enclosure rating when used with models PWBB, PWBBW (wall) or the model PWBBCW (ceiling) plastic weatherproof back boxes or with Model MWBBW (Wall), MWBB (Wall) or MWBBCW (Ceiling) metal weatherproof back boxes. Models not containing "- P", in the suffix have english lettering reading "FIRE" on the housing. Refer to listee's data sheet for additional detailed product description and operational considerations.</li> </ul>
RATING:	Nominal Voltage: 25 Vrms or 70 Vrms Power Settings: ¼, ½, 1, 2 Watts Frequency Range: 400 - 4000 Hz
INSTALLATION:	In accordance with listee's printed installation instructions, NFPA 72, applicable codes & ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, model number, electrical rating and UL label.



## CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING & INVESTIGATIONS DIVISION BUILDING MATERIALS LISTING PROGRAM

## LISTING SERVICE

APPROVAL:	Listed as speaker/strobes when used with separately listed compatible fire alarm control
	units. Suitable for wall or ceiling mount.
	These speaker/strobes do not generate a distinctive three-pulse temporal code pattern (for total evacuation) as required per NFPA 72, 2010 edition. If required, the appliances must be used with a fire alarm control unit that can generate the temporal pattern signal.
NOTES:	

\*Corrected 02-06-12 bh



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### Date Issued: 04/29/2024

Listing Expires: 06/30/2025

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division



### D990

16/2 Unshielded Low Capacitance FPLR Rated Addressable Fire Alam SLC Circuits

### **Construction & Dimensions**

CONSTRUCTION & DIMENSIONS	-
CONDUCTOR PARAMETER	-
Number of Conductors	2
• AWG Size	16
Conductor Stranding	Solid
• Conductor Type	Bare Copper
Nominal DCR	4.1 Ohm/1000ft
INSULATION PARAMETER	-
• Insulation Type	Polypropylene - PP
• Insulation Thickness	0.015 in
Insulation Color Code	1. Black 2.Red
SHIELDING PARAMETER	-
• Shield Type	None
ELECTRICAL CHARACTERISTICS	-
Nom. Cap. Between Conductors	17 pF/ft

### **Overall Construction**

OVERALL CONSTRUCTION PARAMETERS	-
Jacket Type	PVC
Jacket Thickness	0.030 in
Nominal Cable O.D.	0.223 in
Plenum	No
NEC UL Rating	FPLR
RoHS Compliant	Yes
Pull Tension	62 lbs
Bend Radius	2.007 in
Cable Weight	29 lbs

## **Overall Electrical & Optical Characteristics**

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS -	
UL Flammability	UL1666 Vertical Shaft
Operating Range	-20 to 60 Deg C
UL Voltage Rating	300

**Detailed Specification & Technical Data** 





### D990

16/2 Unshielded Low Capacitance FPLR Rated Addressable Fire Alam SLC Circuits

### **Related Products**

RELATED PRODUCTS	-
Plenum Number	D60991





**998** 12/2 Solid Unshielded FPLR Fire Alarm Signaling

### **Construction & Dimensions**

CONSTRUCTION & DIMENSIONS	-
CONDUCTOR PARAMETER	-
Number of Conductors	2
• AWG Size	12
Conductor Stranding	Solid
• Conductor Type	Bare Copper
Nominal DCR	1.8 Ohm/1000ft
• Cabling Lay Length	4.25 in
• Twists/Foot	2.8 twist/ft
INSULATION PARAMETER	-
• Insulation Type	Polypropylene - PP
• Insulation Thickness	0.01 in
Insulation Color Code	1. Black 2.Red
SHIELDING PARAMETER	-
• Shield Type	None
ELECTRICAL CHARACTERISTICS	-
Nom. Cap. Between Conductors	23 pF/ft

### **Overall Construction**

OVERALL CONSTRUCTION PARAMETERS	-
Jacket Type	PVC
Jacket Thickness	0.022 in
Nominal Cable O.D.	0.244 in
Plenum	No
NEC UL Rating	FPLR
RoHS Compliant	Yes
Pull Tension	158 lbs
Bend Radius	2.195 in
Cable Weight	57 lbs

## **Overall Electrical & Optical Characteristics**

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS -	
UL Flammability	UL1666 Vertical Shaft
Operating Range	-20 to 60 Deg C
UL Voltage Rating	300





**998** 12/2 Solid Unshielded FPLR Fire Alarm Signaling

### **Related Products**

RELATED PRODUCTS	-
Plenum Number	60995B
Aquaseal Direct Burial Number	AQ227

**Detailed Specification & Technical Data** 



### 972

2 Conductor 14AWG Solid Parallel Constructed FPL Rated Fire Alarm Signaling

### **Construction & Dimenstions**

CONDUCTOR PARAMETERS	-
Number Of Conductors	2
AWG Size	14
Conductor Stranding	Solid
Conductor Type	Bare Copper
Nominal DCR	2.6 Ohm/1000ft
INSULATION PARAMETERS	
Insulation Type	PVC
Insulation Thickness	0.032 in
Insulation Color Code	1. Red, 2. Red/Yellow Stripe
SHIELDING PARAMETERS	
Shield Type	None
ELECTRICAL CHARACTERISTICS	-

### **Overall Construction**

OVERALL CONSTRUCTION PARAMETERS	-
Jacket Type	PVC
Nominal Cable O.D.	.128x.228 in
Plenum	No
NEC UL Rating	FPL
RoHS Compliant	Yes
Bend Radius	2.2 in
Cable Weight	36 lbs

### **Overall Electrical & Optical Characteristics**

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS	-
UL Flammability	UL1685
Operating Range	-20 to 60 Deg C
UL Voltage Rating	300

PART NUMBERS	-
9721000	1000ft Put - Up

### **Detailed Specification & Technical Data**





### AQ225

16/2 Unshielded AQUASEAL Direct Burial CL3/FPL Rated Audio, Control, Alarm Direct Burial



Construction & Dimensions	
CONSTRUCTION & DIMENSIONS	-
CONDUCTOR PARAMETER	-
Number of Conductors	2
• AWG Size	16
Conductor Stranding	19x29
Conductor Type	Bare copper
Nominal DCR	4.2 Ohm/1000ft
INSULATION PARAMETER	-
• Insulation Type	PVC-Nylon
Insulation Thickness	0.02 in
Insulation Color Code	1. Black 2.Red
SHIELDING PARAMETER	-
• Shield Type	Aquaseal Water Blocking Tape
ELECTRICAL CHARACTERISTICS	-
• Nom. Cap. Between Conductors	28 pF/ft

### **Overall Construction**

OVERALL CONSTRUCTION PARAMETERS	-
Jacket Type	UV Resistant PVC
Jacket Thickness	0.04 in
Nominal Cable O.D.	0.295 in
Plenum	No
NEC UL Rating	CL3, FPL, PLTC
RoHS Compliant	Yes
TIA Test	TIA455-82 Water Penetration Test
Pull Tension	55 lbs
Bend Radius	2.655 in
Cable Weight	48 lbs

### **Overall Electrical & Optical Characteristics**

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS	-
UL Flammability	UL1685
Operating Range	-20 to 90 Deg C
UL Voltage Rating	300





### AQ225

16/2 Unshielded AQUASEAL Direct Burial CL3/FPL Rated Audio, Control, Alarm Direct Burial

### **Related Products**

RELATED PRODUCTS	-
Plenum Number	25225B
Non Plenum Number	225
Aquaseal Number	AQC225
4 Pole SpeakOn	CN-NL4FC
SpeakOn Panel Mount	CN-NL4MP





### AQ227

12/2 Unshielded AQUASEAL Direct Burial CL3/FPL Rated Audio, Control, Alarm Direct Burial



Construction & Dimensions	
CONSTRUCTION & DIMENSIONS	-
CONDUCTOR PARAMETER	-
Number of Conductors	2
AWG Size	12
Conductor Stranding	19x25
• Conductor Type	Bare copper
Nominal DCR	1.7 Ohm/1000ft
INSULATION PARAMETER	-
• Insulation Type	PVC-Nylon
Insulation Thickness	0.02 in
• Insulation Color Code	1. Black 2.Red
SHIELDING PARAMETER	-
• Shield Type	Aquaseal Water Blocking Tape
ELECTRICAL CHARACTERISTICS	-
• Nom. Cap. Between Conductors	32 pF/ft

### **Overall Construction**

OVERALL CONSTRUCTION PARAMETERS	-
Jacket Type	UV Resistant PVC
Jacket Thickness	0.04 in
Nominal Cable O.D.	0.34 in
Plenum	No
NEC UL Rating	CL3, FPL, PLTC
RoHS Compliant	Yes
TIA Test	TIA455-82 Water Penetration Test
Pull Tension	146 lbs
Bend Radius	3.06 in
Cable Weight	78 lbs

### **Overall Electrical & Optical Characteristics**

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS	-
UL Flammability	UL1685
Operating Range	-20 to 90 Deg C





### AQ227

12/2 Unshielded AQUASEAL Direct Burial CL3/FPL Rated

Audio, Control, Alarm Direct Burial

### **Related Products**

RELATED PRODUCTS	-
Plenum Number	25227B
Non Plenum Number	227
4 Pole SpeakOn	CN-NL4FC
SpeakOn Panel Mount	CN-NL4MP



Aquaseal



### AQ295

14/2 Shielded Indoor/Outdoor Direct Burial CL3/FPL Rated Audio, Control, Alarm Direct Burial

Audio, Control, Alarm Direct Burial	Water Resistant Cables
Construction & Dimensions	
CONSTRUCTION & DIMENSIONS	-
CONDUCTOR PARAMETER	-
Number of Conductors	2
AWG Size	14
Conductor Stranding	19x27
• Conductor Type	Bare copper
• Nominal DCR	2.7 Ohm/1000ft
INSULATION PARAMETER	-
• Insulation Type	PVC-Nylon
Insulation Thickness	0.02 in
• Insulation Color Code	1. Black 2.Red
SHIELDING PARAMETER	-
• Shield Type	Overall 100% Aluminum Foil
• Shield Type 2	Aquaseal Water Blocking Tape
• Drain Wire Type	Tinned Copper
• Drain Wire AWG	24 AWG
ELECTRICAL CHARACTERISTICS	-

46 pF/ft

83 pF/ft

### **Overall Construction**

Nom. Cap. Between ConductorsNom. Cap. Conductor to Shield

OVERALL CONSTRUCTION PARAMETERS	-
Jacket Type	UV Resistant PVC
Jacket Thickness	0.04 in
Nominal Cable O.D.	0.35 in
Plenum	No
NEC UL Rating	CL3, FPL, PLTC
RoHS Compliant	Yes
TIA Test	TIA455-82 Water Penetration Test
Pull Tension	99 lbs
Bend Radius	3.15 in
Cable Weight	67 lbs

### **Overall Electrical & Optical Characteristics**

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS	-
UL Flammability	UL1685
Operating Range	-20 to 90 Deg C

E C



### AQ295

14/2 Shielded Indoor/Outdoor Direct Burial CL3/FPL Rated Audio, Control, Alarm Direct Burial

### **Related Products**

RELATED PRODUCTS	-
3 Pin XLR Male	CN-NC3MX
3 Pin XLR Female	CN-NC3FX
3.5mm Stereo Mini	CN-NYS231



## CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL FIRE ENGINEERING & INVESTIGATIONS DIVISION BUILDING MATERIALS LISTING PROGRAM

## LISTING SERVICE

LISTING No.:	7161-0859:0101
CATEGORY:	7161 - CABLES-FIRE PROTECTIVE SIGNALING
LISTEE:	West Penn Wire 2200 U.S. Highway 27 South, Richmond, IN, 47374 Contact: Dorna, Gerald (765) 994-9963 Email: gerald.dorna@belden.com
DESIGN:	Types FPL and FPLP power limited fire protective signaling cable. Refer to listee's data sheet for detailed product description and operational considerations.
RATING:	
INSTALLATION:	In accordance with listee's printed installation instructions, NEC Article 760, applicable codes and ordinances and in a manner acceptable to the authority having jurisdiction.
MARKING:	Listee's name, type, NEC rating and UL label.
APPROVAL:	Listed as power-limited fire protective signaling cable.
NOTES:	

Rev. 12-15-23 bh



This listing is based upon technical data submitted by the applicant. OSFM Fire Engineering staff has reviewed the test results and/or other data but does not make an independent verification of any claims. This listing is not an endorsement or recommendation of the item listed. This listing should not be used to verify correct operational requirements or installation criteria. Refer to listee's data sheet, installation instructions and/or other suitable information sources.

Date Issued: 05/03/2024

Listing Expires: 06/30/2025

Authorized By: **David Castillo**, Program Coordinator Fire Engineering & Investigations Division

### EARTHWORK

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The work of this section shall include the furnishing of all labor, materials and equipment required to complete the clearing and grubbing, excavation, backfilling and compacted fill work as indicated on the drawings and as specified herein.

1.02 WORK INCLUDED (But not limited to the following items)

- a. Clearing and removal from site of all vegetation, rubbish and material (concrete, glass, wood, etc.) from previous use of the property not indicated on the drawings to remain.
- b. Excavating soil under buildings for compacted fill, if required.
- c. Preparing of area upon which fill is to be placed and placing of compacted fill.
- d. Furnish imported fill material, if required.
- e. Excavating for all footings, floor slabs, walks, walls, curbs, pits, etc.
- f. Proper bracing and shoring of all excavation where necessary to prevent caving.
- g. Backfilling foundations, placing and compacting fill for slabs and as required for area grading.
- h. Subgrading and preparation of subgrade for asphaltic concrete surfacing.
- i. Applying water to obtain compaction required in fills.
- j. Final finish grading.
- k. Top soil fill in areas indicated.
- I. Cleaning of site of all material excavated and not used and disposing of away from site.
- 1.03 RELATED WORK
- a. Excavating, trenching and backfilling for the plumbing, electrical or mechanical trades which is specified under the section to which it applies.
- b. Vapor barrier under concrete floor slabs is specified in Section 03 10 00.

#### EARTHWORK

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### 1.04 OWNER'S REPRESENTATIVE

- a. The earthwork operations will be under the direct inspection of the Geotechnical Engineer of Record for this Project, who shall be registered by the State as a Professional Engineer and who will be employed by the Owner. Refer to Section 01402, Tests and Inspections.
- b. The Geotechnical Engineer shall be the Owner's representative in control of all earthwork. The Geotechnical Engineer will approve or disapprove fill materials; will make appropriate tests and pass or reject compacted fill and will designate for removal any unsuitable materials, which may remain at the bottom of the excavated area after the limits of excavation indicated by the drawings have been reached.
- c. The contractor shall comply with the instructions of the Geotechnical Engineer as to the aspects of the work described above and shall cooperate with the Geotechnical Engineer in his performance of these duties.

### 1.05 GEOTECHNICAL REPORT

a. Unless otherwise noted, the recommendations found in the soils report for site preparation shall be followed but shall not be considered a part of this section. It shall be incumbent upon this contractor to review the soils report on file in the Architect's office. No additional monies will be allowed for any costs incurred due to negligence of the contractor in not reviewing the soils report.

#### 1.06 PROTECTION

- a. Protection of Property: Care shall be taken to prevent damage to adjoining property and this contractor shall make good any damage resulting from this operation.
- b. Maintain protections and barricades as required. Cooperate with other trades requiring access.
- c. Survey work furnished by the owner, such as horizontal and vertical control survey monuments, bench marks, etc., shall be carefully maintained. Said work, if disturbed or destroyed, shall be replaced by the contractor's surveyor at the contractor's expense.
- d. Loads of material moving to or from the site shall be trimmed to prevent droppings along the street.

#### 1.07 UNDERGROUND PIPES, CONDUITS AND UTILITIES

a. Observe applicable regulations in work affecting underground utilities. Protect active utilities from damage and remove or relocate only as indicated or specified. Remove and plug or cap inactive or abandoned utilities encountered in

#### EARTHWORK

excavating or grading. In absence of specific requirements, plug or cap at least 5 feet outside building walls.

- b. Excavating or trenching for new pipe, conduit or utility lines within five feet of building lines and under exterior walks, drives or pavement is subject to provisions of these specifications with respect to protection from moisture, backfilling and grading.
- c. Lines Containing Liquid: Check for leaks and certify to owner. Run such lines at least 5 feet outside building lines wherever possible.
- d. Notify utility companies and owner for all utilities to be cut off, modified or relocated. Maintain active utilities and protect same. No utilities shall be cut off without first obtaining permission from the Owner.

### 1.08 DRAWINGS AND SPECIFICATIONS

Cuts and Fills: The grades shown on the drawings do not necessarily indicate a balance of cut and fill. Any excess earth not needed for filling shall be removed from the site. Any earth required for filling shall be furnished by the contractor and shall meet the requirements under materials section for earth fill.

#### 1.09 INSPECTION OF SITE

The contractor shall accept the site as he finds it at the time of submitting his bid for this work and no allowances will be made for any error or negligence resulting from his failure to inspect the site prior to submitting his bid proposal.

#### 1.10 LAWS AND ORDINANCES

All excavating, bracing, barricading, backfilling, etc., shall be done in accordance with all applicable laws and/or ordinances.

#### 1.11 ASTM STANDARD SPECIFICATIONS

Where reference is made to ASTM Standard Specifications, the latest issue of such specifications shall apply, except where other specific issue dates are identified in the Soils Report, T24, Part 2, or the applicable C.B.C. Standard.

### 1.12 SURFACE WATER

Surface water shall be controlled by grading as necessary to prevent erosion, damming or ponding in the bottom of structural excavations.

1.13 ALLOWABLE TOLERANCES

Maximum variation from indicated grades shall be 1/10 of one foot.

### PART 2 PRODUCTS

### 2.01 MATERIALS

- a. Earth for filling and backfilling shall be acceptable to the Architect and Geotechnical Engineer and shall be free from all objectionable material and shall be a clean, granular material suitable for compaction. Must be tested and approved by the Soils Engineer.
- b. Top Soil: A fertile, friable, loamy soil, free from toxic amounts of acids and alkalis, capable of sustaining healthy plant life. To be approved by Architect.
- c. Imported soils shall consist of essentially granular, silty sands with low expansion potential and free of grasses, weeds, debris, rocks larger than 4" in maximum dimension and soluble sulfates in excess of 200 parts per million. Import fill shall contain sufficient silt and clay binders to render them stable in footing trenches and capable of maintaining specified elevation tolerances during paving operations.
- d. Imported soils to be used as engineered fill should also meet the following gradation and quality criteria:

(1) Maximum Percent Passing #200 Sieve	50
(2) Maximum Liquid Limit	40
(3) Maximum Plasticity Index	14
(4) Minimum R-Value	50
(a) Pavement Areas Only	
(5) Maximum Expansion Index	20
(a) Per 2010 CBC Standard 18-2	
(b)	

- e. Only soils passing DTSC standards shall be allowed.
- f. Pea Gravel- to be used for drainage course material (backfill) and decorative finishes shall be screened gravel that consists of clean, washed, small round stones which will be retained by a No.4 (4.75mm) sieve and will pass a 3/8"(9.5mm) sieve.

### PART 3 EXECUTION

3.01 SITE CLEARING

Clear the building site of all vegetation and rubbish, including all brush, grass, weeds, trees, roots, concrete slabs and footings, A.C. paving, tin cans, glass, wood, brick and large rocks (1-1/2" or larger), etc. Strip the entire property and easements down to bare earth. All vegetation and rubbish cleared and stripped from the site shall be removed from the site and legally disposed of.

3.02 PREPARATION OF AREA UPON WHICH FILL IS TO BE PLACED

- a. Clearing and grubbing- should consist of stripping grasses; removing existing structures, foundations, slabs, and miscellaneous concrete; removing buried utility lines; locating and removing or disposing of abandoned septic tanks and seepage pits (dry well) if any are encountered during site clearing and grubbing operations.
- b. **Stripping-** Prior to soil compaction, existing ground surfaces should be stripped of surface vegetation. A stripping depth of one inch should be adequate. In no instances should stripped material be used in engineered fill or blended with and compacted in original ground.
- c. **Slabs and Pavements-** Shall be completely removed. Asphaltic concrete fragments may be used in fill provided they are broken down to a maximum dimension of two inches and adequately disbursed within a friable soil matrix. Soil-AC mixtures should not be used above the elevation bottom of the lowest structure footing.
- d. **Foundations-** Existing at the time of grading should be completely removed.
- e. **Basements and septic tanks** located in proposed structure areas should be completely removed. Basements or septic tanks situated outside the structure areas may be removed or disposed of by breaking the walls down to not less than two feet below finished grade; breaking the bottom out to provide drainage, and back-filling and compacting the resulting cavity using a sand slurry or by placing and compacting acceptable soils engineered fill. If a sand slurry is used, no compaction tests will be required.
- f. **Seepage pits-** in proposed structure areas should be removed to a minimum depth of five feet below finished grade or two feet below existing ground, whichever is lower. If a portion of the pit liner is to be abandoned in place, the void should be backfilled with sand slurry. In no instances should liners be left in place within a depth of two feet below existing ground.
- g. **Backfilling Cavities-** All voids or depressions created by clearing and grubbing operations should be backfilled with either on-site soils or acceptable imported fill materials. Materials used to backfill cavities should be placed and compacted in accordance with Paragraph 3.06.
- h. After the area to be filled is cleared, it shall be plowed or scarified to the depth of at least twelve (12) inches, and until the surface is free of ruts or uneven features which will tend to prevent uniform compaction. It shall then be compacted to a depth of at least twelve (12) inches in accordance with specifications for compacting fill material in Paragraph 3.03.

#### 3.03 PLACING, SPREADING AND COMPACTING FILL MATERIAL

a. The fill material shall be placed in layers which, when compacted, shall not exceed six inches (6"). Each layer shall be spread evenly and shall be thoroughly mixed

#### EARTHWORK

during the spreading to insure uniformity of material in each layer. When the moisture content of the fill material is below that specified by the Engineer, water shall be added until the moisture content is as specified. When the moisture content of the fill material is above that specified by the Engineer, the fill material shall be aerated by blading or other satisfactory methods until the moisture content is as specified.

- b. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to not less than ninety percent (90%) of maximum dry density in accordance with ASTM D 1557-78, Method A, shall be by self-propelled multiple-wheel pneumatic tired rollers or other approved types of rollers. Rollers shall be of such design that they will be able to compact the fill to the specified density. Rolling shall be accomplished while the fill material is at the specified moisture content. Rolling of each layer shall be continuous over its entire area and the roller shall make sufficient trips to insure that the desired density has been obtained.
- c. Field density tests shall be taken as directed by the Engineer and when these tests indicate that the density of any layer of fill or portion thereof is below the required ninety percent (90%) density, that particular layer or portion shall be reworked until the required density has been obtained.
- d. The fill shall be brought to within 0.1' plus or minus of the finished grades and the surface shall be bladed to a smooth and uniform surface.
- e. Placing on Slope: Where the slope of the sub-grade surface on which fill is to be placed is 10:1 or steeper, bench the sub-grade in flat benches or at least ten feet (10'-0") in width prior to filling thereon. Prepare and compact each bench in accordance with the specifications for site preparations. Benching, preparation and compaction of the benched sub-grade may be done simultaneously with the filling operation; and the material excavated in benching may be mixed and compacted with new fill unless deemed unsuitable by the Soils Engineer. All fill materials shall be subject to the approval of the Engineer as excavated and placed.

#### 3.04 PREPARATION OF FLOOR SLAB SUBGRADE IN CUT AREAS

Subgrade for concrete floor slabs in cut areas shall be prepared as in 3.02 above. The compacted subgrade shall be bladed to a smooth and uniform surface.

#### 3.05 EXCAVATIONS

- a. The bottom of all excavations shall be smooth, level and firm and at the depth called for on the drawings. Any excavation made deeper than indicated on the drawings shall not be backfilled but filled with concrete by the concrete contractor. Concrete mix shall be of the same mix as specified for footings.
- b. All excavations shall be kept free of standing water by pumping, draining or any means necessary to this end.

- c. Sides of footings may be formed by neat excavations if banks will stand without caving. If caving results, footing excavations shall be made to a line not less than 18" beyond each face of the footing to permit installation and removal of forms. Faces of footings abutting a property line shall be formed in all cases.
- d. The contractor shall bear all costs for additional work on account of overexcavation.

### 3.06 BACKFILLING

- a. After forms are stripped and concrete surfaces approved, the space between the earth banks and the concrete shall be filled with clean earth. The backfill material shall be placed in layers, which, when compacted, shall not exceed six (6) inches in depth. It shall be moistened with water to bring it to the optimum moisture content and thoroughly compacted by means of mechanical compactors to indicated grades and to a density equal to that of the soil at the bottom of the footings, but not less than 90% of the maximum dry density in accordance with ASTM D 1557-78T, Method A.
- b. The backfill may be compacted by means of flooding (ponding) and jetting if the backfill and foundation material is granular (sandy) and free draining after compaction. This method shall be used only if approved ahead of time by the Structural Engineer. This method shall not be used under areas that will receive concrete slabs or A.C. paving. The backfill shall be placed in layers not over three (3) feet deep. Flooding shall not be used to compact the top foot below finish grade use two 6" moistened layers as called for above. It may be necessary to use vibratory or other compaction equipment along with the flooding to obtain the required 90% compaction.

### 3.07 TOP SOIL

Place 12" of specified material in planters and planted areas; 6" of same in lawn or turf areas.

#### 3.08 GRADING

After fill and backfill work has been completed, the areas outside of the building shall be finish graded to the indicated grades. Finish grades of lawn areas in general: 1" below walk grades; planted areas: 2" below walk grades; in planters: 6" below tops of planter walls. The areas inside of the building to receive slabs or other construction work shall be fine finish graded to the required grades. All grading shall be left even and free of all debris, shall be to the grades indicated on the drawings and shall be raked clean just prior to the owner's acceptance of the completed building.

#### 3.09 DISPOSAL AND CLEANUP

- a. Rubbish, Debris, Rocks, Trees, etc.: Hauled away from site promptly and legally disposed of.
- b. Topsoil Strippings: Legally dispose of off site.
- c. Excess earth resulting from cutting and excavation to be legally disposed of off the site or hauled to an area as designated and stockpiled.
- d. Dust and Noise Abatement: During entire period of construction and during loading, keep area and material being loaded sprinkled to reduce dust in air and annoyance to premises and neighborhood. Exercise all reasonable means to abate undue noise.
- e. Clean up site, remove all debris and leave premises in clean and orderly condition.

### 3.10 CERTIFICATION OF GRADES

- a. The contractor and the soils engineer shall, at the conclusion of the grading work, certify to the Architect that the grading has been performed in accordance with the specifications and is satisfactory for its intended use.
- b. Building Pad Certifications The Contractor shall arrange for and hire a licensed Land Surveyor or Civil Engineer with authority to practice Land Surveying registered in the State of California to verify the depth and extents of all building over excavations. In addition, the Surveyor or Civil Engineer shall record final elevations of building pads and pavement subgrade. These elevations shall be signed and sealed by the Surveyor or Civil Engineer, labeled "As Graded Elevations", and transmitted to the Architect before work commences on the building foundations.
- 3.11 Excess Water Control
  - a. Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Engineer.
  - b. Provide berms or channels to prevent flooding of subgrade.
  - c. Where soils have been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and re-compact as specified for Filling below.
  - d. Provide and maintain, at all times during construction, ample means and devices with which to promptly remove and dispose of all water from every source entering the excavations or other parts of the work. Dewater by means which will ensure dry excavations and the preservation of the final lines and grades of bottoms of excavations.
  - e. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil

material. Apply water in manner to prevent free water appearing on surface during or subsequent to compaction operations.

- f. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
- g. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

END OF SECTION 08/21/2014

### TERMITE CONTROL

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

### PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this section shall include the furnishing of all labor, materials and equipment required to complete the "preconstruction" soils treatment under and adjacent to structures to provide a uniform toxic barrier in all routes of termite entry.

#### **1.02 PROTECTION**

Allow no disturbance of treated soil between application of poison and pouring of concrete.

#### 1.03 GUARANTEE

- a. Furnish to Owner a written five (5) year warranty against subterranean termites.
- b. Warranty shall cover against invasion or propagation of subterranean termites, damage to building or building contents caused by termites; repairs to building or building content so caused.
- c. Areas of infestation appearing within the warranty period shall be retreated at no additional cost to the Owner.
- d. Areas of damage of building or building contents shall be repaired at no additional cost to the Owner for both material and labor to a maximum cost of \$5,000.00 per each building location.
- e. Make an inspection of the Work once each year at no additional cost to the Owner for a total period of 5 years following date of Notice of Completion for the purpose of detecting termite infestation.
- f. If termite infestation is found during that 5 year period, retreat according to prevailing practices of the trade within 10 days after such infestation is discovered.
- g. Owner reserves the right to renew warranty for an additional 5 years. Contractor shall provide the Owner with a proposal prior to beginning work for the cost of the additional 5 year warranty for the Owners review and comments.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

Apply one of the following chemicals as a water emulsion at concentrations and volume specified. If impervious soils make a reduction in volume of solution necessary, increase percentage of toxicant used in proportion to insure same amount of insecticide be used per linear or square foot.

Demon TC, as manufactured by Zeneca Premise Dominion Equal as approved by Architect. See Div. 00, Section 10, Article 19.

### PART 3 EXECUTION

### 3.01 APPLICATION

- a. Apply in strict conformance with the manufacturer's recommendations.
- b. All termite control must be performed by a state licensed structural pest control company.

3.02 APPLICATION RATES

- a. Surface Preparation:
  - 1. Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.
- b. Apply in accordance with manufacturer's recommendation.
- c. Apply under all building pads, footings and areas within 2'-0" of buildings.
  - 1. Allow not less than 12 hours for drying after application before beginning concrete placement or other construction activities.
- d. Apply to substrate immediately prior to the installation of the membrane vapor barrier to avoid losses due to evaporation.
  - 1. When substrate is crushed rock fill applied below membrane vapor barrier, apply additional treatment to soil prior to installation of fill.
- e. Footing trenches shall be treated not more than 24 hours prior to concrete pour.
- f. Treat critical locations such as utility footing penetrations and expansion joints with linear treatment at the manufacturer's recommended rate.
  - 1. Treat inside of utility trenches for a minimum of 48" beyond the building pad.
- g. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application
- h. Take precautions to protect adjoining property and areas designated for planting.
   i. Application Rates shall be as follows unless otherwise specified or approved by the Architect:
  - 1. One gallon per 10 sq. ft. as overall treatment under slab and attached porches.
  - 2. 4 gallons per 10 lin. ft. along inside and outside of exterior foundation walls, and around utility services and other features, that will penetrate slab.
  - 3. 2 gallons per 10 lin. ft. in voids of unit masonry foundation walls or piers.

END OF SECTION 10/3/2013

### **VEGETATION CONTROL**

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

The work of this Section shall include the furnishing of all labor, materials and equipment required to complete the sterilization to prevent seed germination and plant growth, under paving, sidewalks and other areas indicated on the drawings.

### 1.02 PROTECTION

Take necessary precautions to protect adjoining property and areas designated for planting on building site.

#### 1.03 Certification

No products shall be sprayed or spread unless the applicator has been licensed and certified by the State of California to disperse product specified in this section or approved by the State of California for the intended use.

### PART 2 PRODUCTS

#### 2.01 Materials:

a. Contractor shall submit State of California approved product for weed eradication

### PART 3 EXECUTION

3.01 Apply in accordance with the manufacturer's recommendation, state and federal guidelines.

END OF SECTION 05/15/2008

### **CONCRETE PAVING**

### DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

### PART 1 GENERAL

- 1.01 WORK INCLUDED
  - a. Site concrete paving, including sidewalk. and Fence posts footings
  - b. Curbs, gutters, curb-ramp.

### 1.02 RELATED SECTIONS

- a. Site grading
- b. Asphalt concrete paving
- c. Reinforcing steel
- d. Drainage (storm drain)

#### **1.03 QUALITY ASSURANCE**

- a. Comply with the latest publications for materials and operations of the following:
  - 1. The American Society for Testing and Materials (ASTM).
  - 2. American National Standards Institute (ANSI).
  - 3. The American Concrete Institute (ACI).
  - 4. The American Welding Society (AWS).
  - 5. Portland Cement Associations (PCA).
  - 6. State Building Codes.
  - 7. State of California, Department of Transportation (CALTRANS) Standard Specifications, latest edition.
- b. Certify in writing that Contractor has not less than five years experience in the field of providing specified finishes.
- c. Perform work specified herein under the personal and constant supervision of a competent construction superintendent experienced in this class of work.
- d. Provide slump tests for checking consistency of concrete mixture shall be made in accordance with ASTM C-143.
- e. Pay for any and all re-inspection, re-testing, re-design required due to the failure of concrete to meet requirements.
- f. For additional reference information, consult Portland Cement Association booklet; Cement Mason's Guide to Building Concrete Walks, Drives, Patios, and Steps.

- g. All concrete work: True to lines and grade as indicated on the drawings. Be responsible for proper drainage, without birdbaths, on all concrete paving surfaces. Bring discrepancies or omissions on drawings, or conditions on the site, which prevents proper drainage to the attention of the Architect in writing for corrections before work proceeds.
- h. All Construction: Conform to current applicable codes and ordinances.
- i. Coordinate placement of embedded items to avoid block-outs and cutting in finished work.

## 1.04 SUBMITTALS

- a. Submit manufacturer's certification that materials meet specification requirements.
- b. Submit mix design for 3,000 psi Concrete Flatwork, signed by licensed California Engineer with w/c ratio of 0.50 or less.

1.05 PACKAGING, DELIVERY, STORAGE AND HANDLING

- a. Deliver packaged materials in manufacturer's original, unopened containers bearing manufacturer's name and brand.
- b. Protect materials delivered against inclusion of foreign matter.
- c. Store materials in dry location and protect against water.

#### 1.06 JOB CONDITIONS

- a. Inspection:
  - 1. Examine areas for conditions under which work is to be performed. Report in writing to Architect all conditions contrary to those shown on the drawing or specified herein and all other conditions that will affect satisfactory execution of work such as improperly constructed substrates or adjoining work. Do not proceed with work until unsatisfactory conditions have been corrected.
  - 2. Start of work constitutes acceptance of the conditions under which work is to be performed. After such acceptance, be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory condition at own expense.
- b. Do not start work until temperature is at least 50 degrees F and rising, or if rain is predicted within eight hours.
- c. Owner will select a qualified testing laboratory to take samples for testing during the course of the work as considered necessary. Cost of such test will be paid for by Owner. Cooperate in making tests and be responsible for notifying the designated laboratory in sufficient time to allow taking of sample at time of placement.

d. If test shows that concrete is below specified strength, remove all such concrete, as directed by Architect. Pay for removal of low strength concrete and its replacement with concrete of proper specified strength and testing.

# PART 2 PRODUCTS

2.01 MATERIALS

- a. Cement: Shall conform to ASTM C-150, Type II, low alkali.
- b. Concrete: Shall be 3,000 psi, Class B, 5.5 sack mix unless otherwise indicated; conforming to Section 90 of the State Standard Specifications.
- c. Aggregate: Shall be 3/4 inch maximum, conforming to ASTM C-33.
- d. Water/cement ratio: Shall not exceed 0.50.
- e. Reinforcing: Shall conform to ASTM A-615, Grade 60, #4 rebar @ 18"o.c. E.W. & 1/2" & 5/8" dia. smooth bars used at expansion joints and dowels.
- f. Curing Compound: Shall conform to AASHTO Des. M148, Type 2, Class A, except the loss of water in the water retention test should not exceed 0.04 grams per square centimeter of surface.
- g. Expansion Joints: Shall conform to ASTM D-1751 1/2"x4" polypropylene expansion board by Sika Corp. with #637 Westec E.B. Cap at 20'o.c. Control Joints shall be 1/8"w x 1-1/4"dp tooled joints at 5'o.c.
- h. Water: Shall be clean and free from deleterious acids, alkali, oil, and organic matter, and shall be potable.
- i. Slump: Maximum slump shall be 4", conforming to ASTM C-143.
- j. Form Release: Shall be a 100% chemically reactive release agent conforming to Corps of Engineers CEGS-03300, Section 10.8. Form oil, diesel oil or kerosene not allowed.
- k. Dowels at Expansion Joints: Shall be 1/2" dia x 18" smooth dowels, installed with "Speed-Load" by Sika-Greenstreak #PSD1/2x9LT or approved equal.
- I. Dowels at (E) Concrete: Shall be 5/8" dia x 18" smooth dowels, installed with "Speed-Dowel" by Sika-Green Streak #PSD009/#4TX or approved equal.
- M. Vapor Barrier: Shall be 15 mil polyvinyl chloride or approved equal conforming to ASTM D1745-17 & installed per ASTM E1673-11, ACI 302.2R-06 and ASTM F-710-17 guidelines
- n. Vapor Barrier Adhesive: Shall be Permbond or approved equal
- o. Manufactured Grout: Shall be non-shrink, non-metallic, non-corrosive and high strength, conforming to Corps of Engineers CRD-621. W.R. Meadows #588-10k or approved equal.
- p. Concrete Sealer: Shall be Bone Dry Pro Admix TDS penetrating permanent concrete sealer or Armor SX5000 or approved equal.
- q. Concrete Hardener: Shall be Armor \$200 or approved equal.

# PART 3 EXECUTION

#### 3.01 SUBGRADE PREPARATION

- a. Subgrade for the curb, gutter, fire-lane, valley-gutters, concrete paving, and sidewalks: Grade to plus or minus 0.1 feet. Compact all subgrade on which concrete is to be placed to a depth of 12 inches to a relative compaction of 90 percent prior to placing of any concrete.
- b. Protect the subgrade from damage after the preparation has been completed. This contractor shall be responsible for all additional fine grading as required.

c. Test the completed subgrade for grade and cross section by means of a template supported on side forms. Wet the subgrade and forms thoroughly, immediately in advance of placing concrete.

## 3.02 FORMS

- a. Forms: Shall be smooth on the side placed next to the concrete, with a true smooth upper edge, and rigid enough to withstand the pressure of fresh concrete without distortion.
- b. All forms shall be thoroughly cleaned and coated with form release to prevent the concrete from adhering to them. Depth of face forms for concrete curbs, equal to the full face height of the curb.
- c. Carefully set forms to alignment and grade; conform to the required dimensions. Hold forms rigidly in place by stakes. Brace at 12" o.c. at plywood (5/8" min.) forms and 24" o.c. at 2x forms. Use clamps spreaders and braces where required to insure rigidity in the forms.
- d. Do not remove the form on the front of curbs in less than one hour nor more than six hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. Do not remove side forms for gutters and sidewalks in less than 12 hours after the finishing has been completed.

## 3.03 CONCRETE PAVING AND SIDEWALKS

- a. Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross-section with a float, troweled smooth and finished with a broom. The float shall not be less than 10 feet in length and not less than 6 inches in width. Brooming shall be transverse to the line of traffic and, if water is necessary, it shall be applied to the surface immediately in advance of brooming. The finished Concrete surface shall be stable, firm and slip-resistant per Section 11B-302.
- b. Expansion joints 1/2 inch wide shall be constructed at all turns and opposite expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of 20 feet. Expansion joints shall be filled with joint filler conforming to the provisions in Section 2.01g, "Expansion Joint". Contraction joints shall be constructed at 5-foot maximum spacing. Cut contraction joints minimum 1-1/4 inch deep with a jointing tool after surface has been finished.
- c. Where concrete borders are to be placed around or adjacent to drop inlets or other miscellaneous structures in paving, such structures shall be constructed to final grade before the borders are constructed.

#### 3.04 CONCRETE FINISHES

Broom Finish: Texture with medium broom finish to produce a uniform, non-skid (broom) finish on all surfaces with less than a 6% slope. Texture shall be a heavy broom finish on all surfaces with greater than 6% slope.

3.05 CONCRETE CURING

- a. Spray the entire surface of the concrete uniformly with a white pigmented curing compound. Should the film of compound be damaged from any cause before the expiration of 72 hours, repair the damaged portions immediately with additional compound.
- b. Surface so newly placed concrete to be cured by the pigmented curing compound shall be kept moist or wet until the curing compound is applied and the curing compound shall not be applied until all patching or surfacing finishing has been completed.
- c. The curing compound shall be delivered to the work in ready-mixed form. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. The compound shall not be diluted or altered in any manner.
- d. Curing compound that has become chilled to such an extent that it is too viscous for satisfactory application shall be warmed to a temperature not exceeding 100 degrees F.
- e. Apply the curing compound to the exposed surface at a uniform rate of one gallon per 150 square feet of area.

3.07 CLEAN UP

- a. Upon completion of other work in buildings, all concrete paving surfaces shall be swept clean and all mortar and stains removed therefrom.
- b. The Contractor shall remove from the premises all surplus material, equipment, and debris as a result of work in this Section.

END OF SECTION 04/08/2024

# CHAIN LINK FENCES AND GATES

DIVISION 00 & 01 ARE APART OF THIS SECTION

# PART 1 – GENERAL

## 1.01 DESCRIPTION OF WORK

- a. Provisions set forth in Divisions 0 & 1;
  - 1. Chain link gate, posts, fittings, fabric, hardware, and accessories.
  - 2. Excavation and 3,500 psi concrete fill for fence & gate posts;
  - 3. Submittal preparation;
  - 4. Clean up.

# b. Related Sections

- 1. Division 31: Earthwork
- 2. Division 32: Site Concrete

# 1.02 SUBMITTALS

## a. Product and Shop Drawings

- 1. Submit copies of product data and shop drawings to the Architect for review prior to fabrication or installation.
  - a. Product Data shall include data on fabric, posts, accessories, fittings, and hardware.
  - b. Submit manufacturer's installation instructions indicating installation requirements, post foundation and anchor bolt templates.
  - c. Shop Drawings shall indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage and schedule of components.

# b. Project Record Documents

- 1. Verify that field measurements are as indicated on Shop Drawings.
- 2. Accurately record actual locations of property perimeter posts relative to the property lines.

#### 1.03 QUALITY ASSURANCE

#### a. Qualifications

- 1. Provide chain link gate as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.
- 2. Perform work in accordance with Chain Link Fence Manufacturers Institute Product Manual and manufacturer's instructions.
- 3. Manufacturer specializing in manufacturing products specified in this Section shall have a minimum of **three (3) years** documented experience.
- 4. Workmen shall be experienced in their respective trades.
- 5. Chain link fabric shall withstand six (6) one-minute immersions using the Preece Test.
  - a. Test section:
    - (1) At least four inches (4") in length.
    - (2) Include at least one bend and one straight side of the formed link.
    - (3) Framework Material shall withstand twelve (12) one-minute immersions under the Preece test.

- b. **Regulatory Compliance** 
  - 1. Chain link gates shall comply with the following Division of the State Architect
  - 2. Gates
    - a. School grounds may be fenced and gates therein equipped with locks, provided safe dispersal areas are located not less than 50 feet from buildings. Dispersal areas shall be sized to provide an area of not less than three (3) square feet per occupant.

## PART 2 – PRODUCTS

- 2.01 MANUFACTURERS
  - a. US Steel Corporation Cyclone Fence Division;
  - b. Anchor Fence Company
  - c. Alcorn Fence;
  - d. Or approved equal.

## 2.02 MATERIALS

- a. Chain link Fencing:
  - 1. Chain link shall be 6'-0" high unless noted otherwise.
  - 2. Steel Fabric
    - a. Chain link wire, hot-dip galvanized after weaving.
      - (1) No. 9 gauge size steel wire.
        - (a) Tensile strength of 70,000 pounds per square inch.
      - (2) Hot dipped galvanize per ASTM A 392-63-T, Class I, with not less than 1.2 ounces of zinc per square foot.
    - b. 2 inch nominal mesh size.
    - c. Top and bottom selvage knuckle end closed.
    - d. Conform to ASTM A 491.
    - e. Furnish one-piece fabric widths for fencing.
  - 3. Framing:
    - a. Gate posts:
      - (1) Size per Post Schedule unless noted otherwise.
    - b. **Gates:** 
      - (1) Gate frames:
        - (a) Hot-dip galvanized standard weight steel pipe 1.90 inches
           o/d, 2.72 pounds per linear foot.
        - (b) **1.90 inch o/d** welded cross-brace at toe-kick. Weight 2.72 pounds per linear foot.
        - (c) Assemble gate frames by **welding at all mitered corners**, covered with rust prevention coating. Hot-dip galvanize after assembly.
        - (d) Provide 14ga. galvanized plate each side of toe-kick w/ shaped edges to weld flush with cross-brace, grind smooth. Provide 10" of surface, from grade to top of toe-kick
      - (2) Fabrication:
        - (a) Fabric to be same as fence.
        - (b) Install fabric with stretcher bars at vertical edges.
        - (c) Attach stretcher bars to gate frame at a maximum of 12 inches on center.

- (d) Install diagonal cross-bracing consisting of 3/8" diameter adjustable length truss rods to ensure gate frame rigidity without sag or twist.
- (3) Gate Hardware:
  - (a) All gates shall be lockable in the open position. If gate cannot swing open against the fence, provide a galvanized steel post with a tab anchor tab for securing the chain and padlock.

## b. Concrete:

- Provide concrete consisting of Portland cement (ASTM C 150), 3/4" maximum size aggregates (ASTM C 33), and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3500 psi using at least (6) sacks of cement per cubic yard, with 5" maximum slump, and 2 to 4 percent entrained air.
- 2. Provide **continuous concrete mow curb 12**" **wide x 4**" **deep** at bottom of chain link gate where no other paving is called for under gate for easier maintenance, 1" above finish grade, minimum.

## 2.03 ACCESSORIES OR HARDWARE

## a. Fittings and Accessories:

 Pressed steel or cast iron, good commercial quality in conformance with ASTM F 626 and galvanized with 1.2 ounces of zinc per square feet. (ASTM A 153)

# b. Hinges:

- Pressed or forged steel or heavy weight malleable iron, to suit the gate size; non lift off type, offset to permit 90 degree opening.
   a. Provide 1 pair of hinges for 6 feet height gates.
- c. Latches:
  - 1. Single gate:
    - a. Provide double fork type by Boerboel, "Double Butterfly Latch", modify as required to fit frame and posts with padlock attachment permitting operation from either side of the gate.
    - b. Provide **padlock eye and padlock** as integral part of latch for all gates. **Padlock shall be welded to chain.**
    - c. Provide gate stops for gates. Set in concrete to engage the bottom of the gate.
    - d. Provide locking device and padlock eyes as an integral part of the latch, provide padlock for locking gate.

#### d. Post Tops:

1. Provide hot-dip galvanized heavy steel weather tight closure cap, sized to post diameter, with loop to receive tension wire or top rail; one cap for each post, set friction cap.

# PART 3 – EXECUTION

- 3.01 EXAMINATION
  - a. Take measurements of the buildings, and site verify the dimensions.
    - 1. Report any deviations between site and the drawings or specifications.

#### 3.02 PREPARATION

a. Properly locate fencing within the property lines.

## 3.03 INSTALLATION OR APPLICATION

- a. General:
  - 1. Fence installation per ASTM F 567.
- b. Posts:
  - 1. Install gate posts as required to fit opening.
  - 2. Excavating:
    - a. Drill or hand excavate using post hole digger, holes for post bases in firm, undisturbed or compacted soil, strictly adhering to the dimensions shown.
    - b. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site if so directed.
    - c. When solid rock is encountered near the surface, drill into rock a minimum of 12" for line posts and a minimum of 18 " for end, pull, gate, and corner posts. Drill hole a minimum 1" greater diameter than the largest dimension of post to be placed.
    - d. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed minimum depths specified above.
  - 3. Set gate and corner post 36 inches deep in concrete base.

## a. Concrete footing shall be 39 inches deep by 16 inch diameter.

- 4. Setting Posts:
  - a. Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
  - b. Center and align posts in holes.
  - c. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation.
  - d. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
  - e. Set keeps, stops, sleeves, and other accessories into concrete as required.
  - f. Keep exposed concrete surfaces moist for at least **7 days** after placement, or cure with membrane curing material or other curing method approved by the Architect.
- c. Concrete:
  - 1. Allow concrete to attain at least **75 percent** of its minimum **28-day** strength before rails, tension wires, and/or fabric is installed.
  - 2. Do not, in any case, install such items in less than seven days after placement of concrete.
  - 3. Do not stretch and tension fabric and wire, and do not hang gates, until concrete has attained its full design strength.
- d. Rails and Bracing:
  - 1. Install fence with a top rail at all interior site fencing locations per the detail drawings.
  - 2. Install top rails continuously through post caps, bending to radius for curved runs.
  - 3. Provide expansion couplings as recommended by the fencing manufacturer, **minimum 7 inch** long rail sleeves.
  - 4. Provide bracing to the midpoint of the post at all gate posts.

# e. Installing Fabric:

- 1. Pull fabric taut and tie to stretcher bars each side at gate.
- 2. Install fabric on outward facing side of gate, and anchor to framework so that the fabric remains in tension after pulling force is removed.
- 3. Install stretcher bars by threading through or clamping to fabric on 4 inch centers, and secure to posts with metal bands spaced (12) inches on centers.
- 4. Fabric shall be fastened with bands to gate posts at **twelve inch (12")** centers.
- 5. Fabric shall be fastened with 11 gauge hog ties to top rail, bottom bracing wire at **twelve inch (12")** centers.
- f. Installing Gates:
  - 1. Install gates plumb, level, and secure for full opening without interference.
  - 2. Install ground set items in concrete for anchorage in accordance with the fence manufacturer's recommendations as approved by the Architect.
  - 3. Lubricate and adjust the hardware for smooth operation.
  - 4. Do not swing gate from building wall, provide gate posts.

# g. Miscellaneous:

- Use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two (2) full turns.
- 2. Bend ends of wire to minimize hazards to persons and clothing.

#### h. Fasteners:

- 1. Install nuts for tension band and hardware bolts on side of fence opposite fabric side.
- 2. Peen the ends of bolts to prevent removal of nuts.
- 3. Repair coatings damaged in the shop or field erection, using a hot applied repair compound applied in accordance with its manufacturer's requirements and recommendations as approved by the Architect.

#### 3.04 CLEANING OR REPAIR

a. Remove excess soil, debris, rubbish, etc., resulting from the work of this section. Legally dispose off-site.

#### 3.05 CONDITION OF FINISHED WORK

#### a. Erection Tolerances:

- 1. Maximum Variation From Plumb: 1/4 inch.
- 2. Maximum Offset From True Position: **One inch**.
- 3. Components shall not infringe on adjacent property lines.
- b. Headrails and top of fabric shall be level and true to line.
- c. Posts shall be true to line and spaced not over eight foot (8'-0") centers or where shown on plans.
- d. Accessories and appurtenances shall be installed, complete and satisfactory.

# GATE POST SCHEDULE

Opening Width	Nominal Post Size	Size of Gate Post	Post Weight (lbs./lf.)
6'-0" or less	3"	3.5" o/d	7.58

END OF SECTION 04/08/2024

## STORM DRAIN SYSTEMS

## DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

## PART 1 - GENERAL

- 1.01 SECTION INCLUDES
  - A. Storm drainage piping, fittings, and accessories.
  - B. Catch basins, paved area drainage, manhole access and site surface drainage.
- 1.02 REFERENCE STANDARDS
  - A. Conform to current adopted reference standards by date of issue of the current code cycle and the date of the Contract Documents.
  - B. CPC California Plumbing Code, 2022.
  - C. ASTM A74 Cast Iron Soil Pipe and Fittings.
  - D. ASTM C76 Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
  - E. ANSI/ASTM C443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
  - F. ANSI/ASTM D2729 Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
  - G. ANSI/ASTM D3034 Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
  - H. ANSI A21.11 Rubber Gasket Joints for Cast Iron and Ductile-Iron Pressure Pipe and Fittings.
  - I. SSPWC Standard Specifications for Public Works Construction, Latest Edition.
  - J. APWA American Public Works Association.
- 1.03 REGULATORY REQUIREMENTS
  - A. Conform to Section 306, SSPWC, code for materials and installation of the Work of this Section.
- 1.04 SUBMITTALS
  - A. Shop drawings indicating dimensions, locations and elevations of catch basins, manholes, cleanouts and subsurface structures.
  - B. Product data indicating pipe and pipe accessories.
  - C. Project Record Documents

- 1. Accurately record location of pipe runs, connections, catch basins, manholes, cleanouts and invert elevations.
- 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- PART 2 PRODUCTS
- 2.01 MANUFACTURERS STORM DRAIN PIPE MATERIALS
  - A. Products of the following manufacturers form the basis for design and quality intended.
    - 1. Cast Iron Pipes
      - a. Precast Products, Garden Grove, CA.
    - 2. Reinforced Concrete Pipes, Manholes, Utility Structures
      - a. Johnson Bateman Co., Ontario, CA.
      - b. Precast Products, Garden Grove, CA.
      - c. Jensen Precast, Fontana, CA.
    - 3. PVC Pipe
      - a. Diamond Plastic Corp., Grand Island, NE.
  - B. Or equal as approved in accordance with Division 01, General Requirements for substitutions.
- 2.02 STORM DRAIN PIPE MATERIALS
  - A. Cast Iron Pipe: ASTM A74; service type; plain end joints.
  - B. Cast Iron Pipe Joint Device: ANSI A21.11, rubber gasket joint device.
  - C. Reinforced Concrete Pipe: Class III, ASTM C76, with wall Type B; mesh or bar reinforcement; plain end joints.
  - D. Reinforced Concrete Pipe Joint Device: ASTM C443, rubber compression gasket joint.
  - E. Plastic Pipe: ASTM D2729, polyvinyl chloride (PVC) material; bell and spigot style solvent sealed end joints.
  - F. Plastic Pipe: ASTM D3034, Type PSM, SDR 35, polyvinyl chloride (PVC) material; bell and spigot style solvent sealed end joints.
- 2.03 PIPE ACCESSORIES
  - A. Pipe Joints: Mechanical clamp ring type, stainless steel expanding and contracting sleeve, neoprene ribbed gasket for positive seal.
  - B. Fittings: Same material as pipe, molded or formed to suit pipe size and end design, in required 'T', bends, elbows, cleanouts, reducers, traps, and other configurations required.

## 2.04 CATCH BASINS

- A. Basin Lid and Frame: Welded steel grating construction conforming to ADA spacing requirements, hinged lid, linear grill lid design.
  - 1. Grid/Openings limited to 1/2 Inch maximum with direction of grate slots perpendicular to path of travel.
- B. Shaft Construction and Cone Top Section: Reinforced precast concrete pipe sections, lipped male/female dry joints.
- C. Base Pad: Cast-in-place concrete of type specified in Section 03 30 00; leveled top surface to receive concrete shaft sections, sleeved to receive pipe sections.
- D. Accessories: Joint Sealant for gasketing of concrete sections flexible butyl resin sealant, ASTM C990, Concrete Sealants CS-102 and CS-202 by ConSeal by Concrete Sealants Inc., New Carlisle, Ohio. Or equal.
- E. Provide catch basin unless otherwise indicated on Drawings.
- 2.05 MANHOLES AND CLEANOUTS
  - A. Lid and Frame: Cast iron construction, removable lockable lid, closed lid design; nominal lid and frame diameter of 26 inches; manufactured by Brooks Products, or equal.
  - B. Shaft Construction and Cone Top Section: Reinforced precast concrete pipe sections, lipped male/female dry joints; cast steel ladder rungs into shaft sections at 12 inches; nominal shaft diameter of 48 inches; manufactured by Brooks Products, or equal.
  - C. Base Pad: Cast-in-place concrete of type specified in Section 32 13 13; leveled top surface to receive concrete shaft sections, sleeved to receive storm drain pipe sections.
  - D. Accessories: Joint Sealant for gasketing of concrete sections flexible butyl resin sealant, ASTM C990, Concrete Sealants CS-102 and CS-202 by ConSeal by Concrete Sealants Inc., New Carlisle, Ohio. Or equal.
  - E. Cleanouts: Iron body type; extra heavy bronze plugs; manufactured by Acorn Engineering Co., J.R. Smith Mfg. Co., or F.A. Zurn Mfg. as follows:
    - 1. Concrete areas: non skid nickel bronze lid, set flush with surface; Acorn 120-11, Smith 4240, or Zurn Z-1326-10.
    - 2. Non surface and asphalt surface areas: Non skid extra heavy cast iron cover; Acorn 120-10, Smith 4240, Zurn Z-1326-10.
- 2.06 FILL MATERIAL
  - A. Bedding and Fill: Type specified in Section 31 23 17.

## PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that trench cut or excavation base is ready to receive work.
- B. Verify existing invert elevations for proper tie-in of new work prior to trenching and installation of storm drain system.
- C. Beginning of installation means acceptance of existing conditions.
- 3.02 PREPARATION
  - A. Hand trim excavations to required elevations. Correct over excavation with approved fill material.
  - B. Remove large stones or other hard matter that could damage drainage pipe or impede consistent backfilling or compaction.
- 3.03 INSTALLATION PIPE
  - A. Install pipe, fittings, and accessories in accordance with Section 306, SSPWC. Seal joints watertight.
  - B. Lay pipe starting at low point of system with bells facing upstream.
  - C. Place pipe on bedding as specified in Section 31 23 17.
  - D. Lay pipe to slope gradients noted on drawings, with maximum variation for true slope of 1/8 inch in 10 feet.
  - E. Install bedding at sides and over top of pipe. Provide top cover to minimum compacted thickness of 12 inches.
  - F. Place bedding in maximum 8 inch lifts, consolidating each lift.
  - G. Do not displace or damage pipe when compacting.
  - H. Connect to storm drain municipal system through installed sleeves. Do not cover joints until lines have been tested and approved.
- 3.04 INSTALLATION CATCH BASINS, MANHOLES AND CLEANOUTS
  - A. Install per Standard Specifications for Public Works Construction.
  - B. Form bottom of excavation clean and smooth to correct elevation.
  - C. Form and place cast-in-place concrete base pad, with provision for storm drain pipe end sections.
  - D. Establish elevations and pipe inverts for inlets and outlets.

## STORM DRAIN SYSTEMS

- E. Install gaskets between precast joints.
- F. Mount lid and frame level in grout, secured to top cone section to elevation indicated.
- 3.05 FIELD QUALITY CONTROL
  - A. Request inspection by Geotechnical Engineer prior to placing cover over pipe.
- 3.06 PROTECTION
  - A. Protect pipe and filter aggregate cover from damage or displacement until backfilling operation is in progress.

**END OF SECTION** 04/09/2024