PROJECT MANUAL

FOR

THOMPSON MIDDLE SCHOOL PARKING LOT AND BUS LANE

OWNER

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT 41870 MCALBY COURT MURRIETA, CA 92562-7036

ARCHITECT

WLC ARCHITECTS, INC. 8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA, CA 91730 (909) 987-0909

> PROJECT 1522500 MAY 2016

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SHORT FORM BID DOCUMENTS FOR

THOMPSON MIDDLE SCHOOL PARKING LOT AND BUS LANE

THOMPSON MIDDLE SCHOOL 24040 HAYES AVENUE MURRIETA, CA 92562

Project 1522500

DSA Application No. 04-115281

Bid No. 03292017

Murrieta Valley Unified School District 41870 McAlby Court, Murrieta, CA 92562

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NOTICE INVITING BIDS

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Murrieta Valley Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter referred to as the "Owner" or "District", will receive prior to 2:00 p.m. on the 29th day of March, 2017 sealed bids for the award of a Contract for the following:

BID NO. 03292017 Project Title: MVUSD Thompson Parking Lot/Bus Drop-off

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the District Office at 41870 McAlby Court Murrieta, California 92562 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Start Date is June 13, 2017 and Completion Date is August 1, 2017

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Companies interested in bidding should request the appropriate bid documents, Specs and Plans from ARC Document Solutions, 41521 Date Street Suite 101, Murrieta, CA 92562, Phone (951) 445-4480. Bid sets will be issued by ARC upon receipt of a \$75.00 refundable deposit for each bid set, in the form of a check or cashier check, payable to MURRIETA VALLEY UNIFIED SCHOOL DISTRICT. Deposits will be refunded upon the return of said documents to ARC, in good condition (unmarked, in correct order and in their original binding), within ten (10) working days after opening of bids.

There will be a mandatory Pre-Bid Conference at 10:00 a.m., March 15, 2017 at Thompson Middle School, 24040 Hayes Avenue, Murrieta, CA 92562. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active A or B License at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

In accordance with California Public Contract Code Section 22300, the Owner will permit the substitution of securities for any moneys withheld by the Owner to ensure performance under the Contract.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor

to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120, are required, and shall be provided to the Owner prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

Where applicable (including projects receiving funding under the State School Facilities Program), bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Murrieta Valley Unified School DISTRICT

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INSTRUCTIONS TO BIDDERS

- 1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- 2. <u>Bid Security</u>. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent** (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
- 3. <u>Signature</u>. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- ofattorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

- 4. <u>Modifications</u>. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered**.
- 5. <u>Erasures, Inconsistent or Illegible Bids</u>. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.
- 6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all others documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
- 7. <u>Withdrawal of Bids</u>. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

- 8. Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is one. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.
- 9. <u>Interpretation of Plans and Documents/Pre-Bid Clarification</u>. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the request shall be responsible for its prompt delivery. **Any**

interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving 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 discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Randy White rwhite@murrieta.k12.ca.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed no later than 12:00 PM on March 20, 2017. Requests received after 12:00 PM on March 20, 2017 shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Murrieta Valley Unified School District not less than seventy-two (72) hours prior to bid opening.

- 10. <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 prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
- 11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Special Conditions. 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. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the Owner may award the Contract to next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.
- 12. <u>Bid Protest Procedure</u>. Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's <u>Director of Purchasing</u> not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- a. <u>Resolution of Bid Controversy:</u> Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate,

the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

- b. <u>Finality</u>. The decision concerning the Bid controversy will be final and not subject to any further Appeals.
- c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
- 13. <u>Alternates</u>. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
- 14. <u>Listing Subcontractors</u>. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).
- 15. <u>Workers' Compensation</u>. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.
- 16. <u>Contractor's License</u>. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.

17. <u>Preference for Materials and Substitutions.</u>

a. <u>One Product Specified</u>. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

- b. <u>Request for Substitution</u>. See Supplementary General Conditions.
- 18. <u>Disqualification of Bidders and Proposals</u>. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.
- 19. <u>Unbalanced or Altered Bids</u>. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
- 20. <u>Employment of Apprentices</u>. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
- 21. <u>Non-Collusion Declaration</u>. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

22. Wage Rates, Travel and Subsistence.

- a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Owner to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.
- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half $(1\frac{1}{2})$ times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the Owner, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.
- 23. <u>No Telephone or Facsimile Availability</u>. No telephone or facsimile machine will be available to bidders on the Owner premises at any time.
- 24. <u>Obtaining Bidding Documents</u>. Bidding Documents and Specifications, may be obtained from:

ARC- American Reprographics Company at 41521 Date St. #101, Murrieta, Ca 92562. ARC can be contacted by phone at (951) 445-4480 or by fax at (951) 461-8977.

There will be a \$75 charge to purchase each set of bid documents. The charge is refundable if the documents are returned in good condition. No partial sets are available.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

25. <u>Addenda</u>. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of Murrieta Valley Unified School District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

Bid Form
Designation of Subcontractors
Non-Collusion Declaration
Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
Contractor's Certificate Regarding Workers Compensation

				,

PRE-BID CLARIFICATION FORM (For Contractor's Use)

T RE-BID C	Thompson Middle School – Parking Lot and Bus Lane						
PROJECT NAME:							
PROJECT NUMBER:	03292017						
TO:	Randy White	EMAIL:	rwhite@murrieta.k12.ca.us				
	N. ACTORION						
DATE:	1940						
FROM:		EMAIL:					
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:					
REQUESTED CLARIFICAT	TION:						
P RESPONSE TO CLARIFICA	A TION.						
RESPONSE TO CLARIFICA	ATION.						
			=				
			a 0				

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor 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 Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	E-Mail & Telephone	License Type and CSLB Number
		,		

BID FORM

FOR

Thompson Middle School Elementary

At 24040 Hayes Avenue

Murrieta, CA 925862

Bid Package No. 03292017

FOR

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME:				
ADDRESS:				
TELEPHONE:	()		
FAX:	()		
EMAIL				

- TO: Murrieta Valley Unified School District, acting by and through its Governing Board, herein called "Owner".
- 1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself 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, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 03292017

Thompson Middle School - Parking Lot and Bus Lane

In the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2.	BIDDER	CACKNOWLE	DGES THE FO	LLOWING ADI	DENDUM:			
	Number	Number	Number	Number	Number	Number	Number	Number
	owledge the i		ddenda issued p	orior to bid in the	blanks provided	above. Your fa	ailure to do so m	ay render your
3.	CASH A	LLOWANCES	:					
	Total cas	sh purchase price	e to include a \$2	25,000.00 cash a	llowance.			
4.	TOTAL	CASH PURCH	ASE PRICE IN	WORDS & NU	MBERS:			
						DO	LLARS	
	(\$)					

5. <u>TIME FOR COMPLETION</u>: The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

- 6. Attached is bid security in the amount of not less than ten percent (10% of the bid:
 - Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
- The required List of Designated Subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

11. The names of all persons interested in the foregoing proposal as principals are as follows:
(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well at the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)
12. <u>PROTEST PROCEDURES.</u> If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:
License Number:
License expiration date:
Name on License:
Class of License:
If the bidder is a joint venture, each member of the joint venture must include the above information.
14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded failt or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.
15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts see forth in this Bid Form.
I agree to receive service of notices at the e-mail address listed below.
I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.
Proper Name of Company
Name of Bidder Representative
Street Address
City, State, and Zip

()		
Phone Number		
()		
Fax Number		
		-
E-Mail		
D ₁₁ .	Datas	
By: Signature of Bidder Representati	Date:	

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

(INTENTIONALLY LEFT BLANK)

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
- 3. For any county, city, city and county, municipal corporation, public Owner, 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 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 provision before commencing the performance of the work of this Contract.

(Signature)	
(Print)	41.
(Date)	

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 submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:	
I am the [Title] Company], the party making the foregoing bid.	of [Name of
company, association, organization, or corporation bidder has not directly or indirectly induced or solic bidder has not directly or indirectly colluded, conselse to put in a sham bid, or to refrain from bidding. It sought by agreement, communication, or conference other bidder, or to fix any overhead, profit, or cost of All statements contained in the bid are true. The bid bid price or any breakdown thereof, or the contents to any corporation, partnership, company, association	r on behalf of, any undisclosed person, partnership, The bid is genuine and not collusive or sham. The ited any other bidder to put in a false or sham bid. The pired, connived, or agreed with any bidder or anyone The bidder has not in any manner, directly or indirectly, e with anyone to fix the bid price of the bidder or any element of the bid price, or of that of any other bidder. Ider has not, directly or indirectly, submitted his or her hereof, or divulged information or data relative thereto, on, organization, bid depository, or to any member or and has not paid, and will not pay, any person or entity
Any person executing this declaration on be venture, limited liability company, limited liability he or she has full power to execute, and does execut	chalf of a bidder that is a corporation, partnership, joint partnership, or any other entity, hereby represents that e, this declaration on behalf of the bidder.
I declare under penalty of perjury under the and correct and that this declaration is experience. [City],[laws of the State of California that the foregoing is true executed on [Date], at State].
Signed:	
Typed Name:	

BID GUARANTEE FORM (Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Murrieta Valley Unified School District or a certified check payable to the order of the Murrieta Valley Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$				
D. II				
Bidder				
Note: Use this form, in lieu of Bid Bond form, when a cashier's check the bid	or certified check is accompanying			

BID BOND FORM

		e, the undersigned, (hereafter called "Principal"), and "Surety"), are hereby held and firmly bound unto the
Murri (\$_	ieta Valley Unified School District (hereafter called "O	
	ssors, and assigns.	or made, we hereby joining and severally blind ourserves,
	SIGNED this day of	, 20
hereto		e Principal has submitted to the Owner a certain Bid, attached a Contract in writing for the construction of
	NOW, THEREFORE,	
	a. If said Bid is rejected, or	
	five (5) calendar days after acceptance (properly of	nd delivers a Contract or the attached Agreement form within completed in accordance with said Bid), and furnishes bonds I for payment of all persons performing labor or furnishing
	Then this obligation shall be void; otherwise, the same shall	remain in force and effect.
shall in	Surety, for value received, hereby stipulates and agrees that of the Contract, or the call for bids, or the work to be performed not anyway affect its obligation under this bond, and it does held ion, or addition to the terms of said Contract, or the call for bids.	ereby waive notice of any such change, extension of time,
by the 0	In the event suit is brought upon this bond by the Owner and Owner in such suit, including without limitation, attorneys' fee	judgment is recovered, the Surety shall pay all costs incurred is to be fixed by the court.
corpora day and	IN WITNESS WHEREOF, Principal and Surety have he rations have caused their corporate seals to be hereto affixed and year first set forth above.	reunto set their hands and seals, and such of them as are d these presents to be signed by their proper officers, on the
	Ву	
	(Corporate Seal)	Principal's Signature
	_	Typed or Printed Name
		Principal's Title
	Ву	
	(Corporate Seal)	Surety's Signature
	_	Typed or Printed Name
	_	Title
	_	

		,		

(Attached Attorney in Fact Certificate)	Surety's Name
	Surety's Address
	Surety's Phone Number
IMPORTANT:	
Surety companies executing bonds must possess a certificant authorizing them to write surety insurance defined in California Instin whole or in part, with federal, grant, or loan funds, it must also a 570 as amended).	Ticate of authority from the California Insurance Commissioner surance Code Section 105, and if the work or project is financed, appear on the Treasury Department's most current list (Circular
THIS IS A REQUIRED FORM.	
Any claims under this bond may be addressed to:	
(Name and Address of Surety)	
(Name and Address of agent or representative for service of process in California if different from above)	
(Telephone Number of Surety and agent or representative for service of process in California).	

[End of Required Bid Documents to be Submitted with Bid]

Bid Bond Form Page 23

AGREEMENT FORM

	THIS AGREEMENT, entered into this	_day of_	, 20_	_ in the County of _	of the State
of Cal	ifornia, by and between the Murrieta Valley	Unified	School Distric	t, hereinafter called the	he "Owner" or the "District",
and _	, hereinafter called t	he "Contr	actor".		
	WITNESSETH that the Owner and the Cor	ntractor fo	or the considerati	on stated herein agre	e as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Thompson Middle School - Parking Lot and Bus Lane in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within fifty (50) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

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

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Three Thousand Dollars (\$3000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE:	The Owner shall par	y to the Contra	actor as full cons	sideration for the	faithful
performance of the Contract, subject to any add	itions or deductions	s as provided	in the Contract	Documents, the	sum of
	LARS (\$), said sum	being the total	amount
stipulated in the Bid Contractor submitted. Paymen	t shall be made as se	t forth in the Go	eneral Conditions	S.	

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers,

employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.
- (c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids

Instructions to Bidders

Designation of Subcontractors

Non-Collusion Declaration

Bid Bond

Bid Form

Contractor's Certificate Regarding Worker's Compensation

Agreement Form

Payment Bond

Performance Bond

Guarantee

Escrow Agreement for Security Deposit In Lieu of Retention

Workers' Compensation/Employers Liability Endorsement

General Liability Endorsement

Automobile Liability Endorsement

General Conditions

Supplementary and Special Conditions

Specifications

All Addenda as Issued

Drawings/Plans

Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

- 1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
- 2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class ______ Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Murrieta Valley Unified School District		CONTRACTOR:		
Typed or Printed Name		Typed or Printed Name		
Title		Title		
Signature		Signature		
Dated:		Type or Printed Name		
		Title (Authorized Officers or Agents)		
		Signature		
		(CORPORATE SEAL)		

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the MI	URRIETA VALLEY UNIFIED SCHOOL DISTRICT (sometimes
referred to hereinafter as "Obligee") has awarded to
(hereinafter designated as the "Prin	cipal" or "Contractor"), an agreement for the work described as
follows:	(hereinafter referred to as the "Public Work"); and
WHEREAS, said Contract pursuant to California Civil Code S	or is required to furnish a bond in connection with said Contract, and ection 9550;
NOW, THEREFORE, W	e,, the undersigned
Contractor, as Principal; and	, a corporation organized and existing
under the laws of the State of	, and duly authorized to transact business under the laws
	y, are held and firmly bound unto the Murrieta Valley Unified School
DISTRICT and to any and all perso	ons, companies, or corporations entitled by law to file stop notices under
California Civil Code Section 910	0, or any person, company, or corporation entitled to make a claim on
this bond, in the sum of	Dollars (\$),
such sum being not less than one hu	ndred percent (100%) of the total amount payable by said Obligee under
the terms of said Contract, for wh	ich payment will and truly to be made, we bind ourselves, our heirs,
executors and administrators, succe	essors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts 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 Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action 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, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; 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 time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this insabove named, on the day of _	strument has been duly executed by the Principal and Surety, 20
	PRINCIPAL/CONTRACTOR:
	By:
	SURETY:
	By:Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: (Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
Telephone:	Telephone:
STATE OF CALIFORNIA)) ss. COUNTY OF)	
Public in and for said State, personally appeared on the basis of satisfactory evidence to be the per instrument as the Attorney-in-Fact of the he/she/they subscribed the name of the Attorney-in-Fact on the executed instrument.	, a Notary, who proved to me rson(s) whose name(s) is/are subscribed to the within (Surety) and acknowledged to me that (Surety) thereto and his own name as the laws of the State of California that the foregoing
WITNESS my hand and official seal.	(SEAL)
Notary Public in and for said State Commission expires:	(ODAL)
	presentatives of the bonding company must be attached

Payment Bond Page 29

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

	Unified School DISTRICT (sometimes referred to (hereinafter
designated as the "Principal" or "Contractor"),	an agreement for the work described as follows: inafter referred to as the "Public Work"); and
WHEREAS, the work to be performed by the contract for said Public Work dated	ne Contractor is more particularly set forth in that certain, (hereinafter referred to as rein by this reference; and
	aid Contract to perform the terms thereof and to provide
Contractor, as Principal, and	, the undersigned, a corporation organized and existing and duly authorized to transact business under the laws firmly bound unto the Murrieta Valley Unified School

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Performance Bond Page 30

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract. the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have, 20	hereunto set our hands and seals this day of
, 20	PRINCIPAL/CONTRACTOR:
	By:
	SURETY:
	By:Attorney-in-Fact
The rate of premium on this bond is	per thousand.
The total amount of premium charged: \$\ a corporate surety).	(This must be filled in by

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: (Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
Telephone:	Telephone:
STATE OF CALIFORNIA) COUNTY OF) ss.	
On, before me, for said State, personally appeared of satisfactory evidence to be the person(s) whose n Attorney-in-Fact of the subscribed the name of the Fact on the executed instrument.	, a Notary Public in and, who proved to me on the basis ame(s) is/are subscribed to the within instrument as the (Surety) and acknowledged to me that he/she/they (Surety) thereto and his own name as Attorney-in-
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal. Notary Public in and for said State Commission expires:	(SEAL)
NOTE: A copy of the power-of-attorney to attached hereto.	local representatives of the bonding company must be

GUARANTEE

Guarantee for	. We hereby guarantee that the
, which	we have installed in done in accordance with the Contract Documents,
including without limitation, the drawings and spec requirements included in the bid documents. The un or all such work, together with any other adjacent we replacement, that may prove to be defective in wor	ifications, and that the work as installed will fulfill the indersigned and its surety agrees to repair or replace any work, which may be displaced in connection with such kmanship or material within a period of one year from e-mentioned structure by the Murrieta Valley Unified
within a reasonable period of time, as determined by notified in writing by the Owner or within forty-ex- matter, the undersigned and its surety authorizes the made good at the expense of the undersigned and	fails to comply with the above-mentioned conditions of the Owner, but not later than ten (10) days after being light (48) hours in the case of an emergency or urgent the Owner to proceed to have said defects repaired and its surety, who will pay the costs and charges therefor the jointly and severally liable for any costs arising from Countersigned
(Proper Name)	(Proper Name)
By:	By:
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)
Representatives to be contacted for service:	
Name:	
Address:	
Phone Number:	

		×		

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, California 92562, hereinafter called "Owner", and
whose address is, hereinafter called "Contractor", and whose address is, hereinafter called "Called "Escrow Agent"
"Contractor" and whose address is haroinefter
called "Escrow Agent".
Caned Escrow Agent .
For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:
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 Contract entered into between the Owner and Contractor for in the amount of dated (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of 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 Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the 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 the Owner. These expenses and payment terms shall be determined by the 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 the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

Upon receipt of written notification from the Owner certifying that the Contract is final and

complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

- 9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the 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 the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:
Title
Name
Signature
Address
On behalf of Contractor:
Title
Name
Signature
Address
On behalf of Agent:
Title

Name	
Signature	
Address	
At the time the Escrow Account is opened Agent a fully executed counterpart of this Agreem	d, the Owner and Contractor shall deliver to the Escrovnent.
IN WITNESS WHEREOF, the parties hat the date set forth above.	ave executed this Agreement by their proper officers or
OWNER	CONTRACTOR
Title	Title
Title	Title
Name	Name
Signature	Signature
~ 10.111111	Digitataio

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

certifies that it has performed one of the follow	ing:						
[Name of contractor/consultant]							
Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Murrieta Valley unified School District, pursuant to the contract/purchase order dated, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.							
As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of names of the employees of the undersigned who may come in contact with pupils.	f the						
OR							
Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by on more of the following methods:	ne or						
1. The installation of a physical barrier at the worksite to limit contact with pupil	ls.						
2. Continual supervision and monitoring of all employees of the entity by employee of the entity whom the Department of Justice has ascertained has not be convicted of a violent or serious felony.	/ an been						
I declare under penalty of perjury under the laws of the United States that the foregoing is true and							
Date, 20							
[Name of Contractor/Consultant]							
By its:							

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

- 1.1.1 <u>Action of the Governing Board</u> is a vote of a majority of the Owner's Governing Board.
- 1.1.2 <u>Approval</u> means written authorization through action of the Governing Board. In no case shall the Assistant Superintendent have authority to approve total change orders or modifications to the Project exceeding 10% of the Contract sum.
- 1.1.3 <u>Architect</u> means the architect, engineer, or other design professional engaged by the Owner to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. Also see Article 4.
- 1.1.4 <u>As-Builts</u> are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 3.17
- 1.1.5 <u>Beneficial Occupancy</u> is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.
- 1.1.6 <u>Claims</u>. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the Owner. See Article 4.6.
- 1.1.7 <u>Change Order (CO).</u> A CO is a written instrument prepared by the Architect and signed by the Owner (as authorized by the Owner's Governing Board), the Contractor, and the Architect, stating

their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

- 1.1.8 <u>Change Order Request (COR)</u>. A COR is a written request supported by backup documentation prepared by the Contractor requesting that the Owner and the Architect issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)
- 1.1.9 <u>Close-Out</u> means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.
- 1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3.
- 1.1.11 <u>Complete</u> means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.
- 1.1.12 <u>Completion Date</u> is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.
- 1.1.13 <u>Construction Manager.</u> The Construction Manager is a consultant to the Owner contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the Owner and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.
- 1.1.14 <u>Contract or Agreement</u> when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.
- Agreement between Owner and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract

Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

- 1.1.16 <u>Contract Time</u> is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1
- 1.1.17 <u>Contractor, Owner, and Architect</u> are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Murrieta Valley Unified School District.
- 1.1.18 <u>Cure</u> is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.
 - 1.1.19 <u>Days</u> means calendar days unless otherwise specifically stated.
- 1.1.20 <u>Default</u> is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at Owner's discretion. See Article 2.2.
- 1.1.21 <u>Dispute</u>. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the Owner or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6
- Owner during the Construction for the Project. This Owner representative shall have the delegated authority. This Owner representative may be an employee of the Owner, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.13. In some cases, the Owner and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the Owner, the Contractor, Architect, and Inspector shall have a primary contact with the Owner's Construction Manager who will advise the Owner.
- 1.1.23 <u>Drawings or Plans</u> are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.
- 1.1.24 <u>DSA</u> is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of

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DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the Owner pending CCD approval). The DSA website is at http://www.dgs.ca.gov/dsa.

1.1.25 <u>Emergency</u> shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 [Reserved]

- 1.1.27 <u>Immediate Change Directive.</u> (ICD) A written order prepared by the Architect and signed by the Owner and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3
- 1.1.28 <u>Inspector of Record (IOR) or Project Inspector (PI)</u> is the individual retained by the Owner in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project
- 1.1.29 <u>Notice of Non-Compliance (DSA Form 154)</u> is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.
- 1.1.30 <u>Payment Application, Pay Application or Certificate of Payment</u> is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and Owner. See Article 9.3.
- 1.1.31 <u>The Project</u> is the complete construction of the Work performed in accordance with the Contract Documents.
- 1.1.32 <u>The Project Manual</u> is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, Reports and Specifications.
 - 1.1.33 <u>Provide</u> shall include "provide complete in place," that is "furnish and install complete."
- 1.1.34 <u>Punch List/ Punch Item/ Incomplete Punch Item</u> is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.
 - 1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. See Article 9.9.1
- 1.1.35 A <u>Request for Information (RFI)</u> is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the

Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. See Article 7.4.

- 1.1.36 A Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.
- 1.1.37 <u>Safety Orders</u> are those issued by any city, county, state or federal agency having jurisdiction over the Project.
- 1.1.38 <u>Schedule</u> is the Contractor's view of the practical way in which the Work will be accomplished. See. Article 8 of the General Conditions.
- 1.1.39 <u>Schedule of Values</u> is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the Owner. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and Owner. (See Article 9.2)
- 1.1.40 <u>Separate Contracts</u> are Contracts that the Owner may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.
- 1.1.41 <u>Site</u> refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 1.1.42 <u>Specifications</u> are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 1.1.43 <u>Standards, Rules, and Regulations</u> referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the Owner shall not be held liable in any action filed against the Owner for any delays caused by compliance with the Stop Work Order.
- 1.1.45 <u>Subcontractor</u>, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.
- 1.1.46 <u>Substantial Completion</u> is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems

including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

- 1.1.47 <u>Substitution</u> is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.
- 1.1.48 <u>Supplementary Conditions/ Supplementary General Conditions or Special Conditions</u> are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted. In this set of General Conditions, the term used shall be Supplementary Conditions. However, Specifications or other documents may reference Special Conditions, which shall mean the same and Supplementary Conditions.
- 1.1.49 <u>Surety</u> is the person, firm, or corporation that executes as a bid bond, payment bond or performance bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.
- 1.1.50 <u>Work</u> shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.
 - 1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 Documents Complementary and Inclusive. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the Owner. 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 or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Article 4-343(b) of Title 24.

- 1.2.1.2 Work to be Complete. Contractor has thoroughly studied the Contract Documents and understands that the Owner contracted with Contractor to provide a complete Project which means complete systems and buildings. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.
- 1.2.1.3 Coverage of the Drawings and Specifications. The Drawings and Specifications generally 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 are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor.
- 1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.
- 1.2.1.5 Conformance with Laws. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 [Reserved]

- 1.2.1.7 Typical Parts and Sections. Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.
- 1.2.1.8 *Dimensions*. Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 Addenda are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the Owner or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

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1.2.2.2 Deferred Approvals. Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all deferred approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.2.3 [Reserved]

1.2.3 Rules of Document Interpretation

- 1.2.3.1 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.
- 1.2.3.2 In the case of conflict or inconsistencies, the order of precedence shall be as follows:
 - a. General Conditions take precedence over Drawings and Specifications.
 - b. Supplemental Conditions and Special Conditions take precedence over General Conditions.
 - c. The Agreement Form shall take precedence over the Supplemental Conditions and Special Conditions.
 - d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
 - e. Addenda shall take precedence over Drawings and Specifications.
 - f. General Conditions shall take precedence over Addenda.
 - g. Drawings and Specifications take precedence over the Soils Report.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the Owner and/or Architect pursuant Contract requirements between the Owner and Architect. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect and/or Owner.

1.4 INFORMATION AND SERVICES REQUIRED OF THE OWNER

1.4.1 Utilities

- 1.4.1.1 Location of Point of Connection. The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.
- 1.4.1.2 Regional Notification Center. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Owner, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Owner has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.
- 1.4.1.3 *Utilities Removal and Restoration.* The Owner has endeavored to determine the existence of utilities at the Site of the Work from the records of the Owner of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the Main or Trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

ARTICLE 2 OWNER

2.1 [Reserved]

2.2 OWNER'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the Owner may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The Owner's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

- 1. Failure to supply adequate workers on the entire Project or any part thereof;
- 2. Failure to supply a sufficient quantity of materials;
- 3. Failure to perform any provision of this Contract;
- 4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
- 5. Cases of bona fide emergency;
- 6. Failure to order materials in a timely manner;
- 7. Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- 8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- 9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
- 10. Failure to meet the requirements of the American's with Disabilities Act;
- 11. Failure to complete Punch List work;
- 12. Failure to proceed on an Immediate Change Directive; and/or
- 13. Failure to correct a Notice of Deviation.

If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the Owner may correct such deficiencies without prejudice to other remedies the Owner may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the Owner may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or Critical Path Delay, the Surety has the option to take over and complete the Work described

in the written notice if Surety personally delivers notice to Owner that it intends to perform such work. In the case where written notice has been provided, the Owner shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to Cure under Article 2.2 ("Article 2.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the Owner may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the Owner may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The Owner shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

ARTICLE 3 THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

- 1. Responsibilities. It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- 2. Performance of the Work. The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 <u>Contractor to Establish Timing and Protocol with Inspector</u>

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 <u>Verified Reports</u>

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

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

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the Owner. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the Owner or any other Owner representative (including CM in the cases where the Owner has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to Owner (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. If superintendent proves to be unsatisfactory to Contractor and ceases to be employed by Contractor, Contractor shall notify Owner and Architect in writing. A replacement superintendent must be approved by the Owner prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the Owner, including furnishing the Owner with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the Owner, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the Owner.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 <u>Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)</u>

If applicable, Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the Owner. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At Owner's sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the Owner.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project

given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and Owner Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or Owner Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 <u>Liens and Other Security Interests of Subcontractors and Material Suppliers</u>

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to Owner free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise Owner as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the Owner harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.8.1 Stop Notice Releases. All Stop Notice Releases shall be notarized and either executed by the same person who filed the Stop Notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release Stop Notices.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until Final Acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the Owner or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. Owner similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 [Reserved]

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the Project, and, in the Owner's reasonable discretion, the noise

from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the Owner's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to Owner includes, but is not limited to, the following representations:

- 1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by Owner and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to Owner, ordinary wear and tear, unusual abuse or neglect excepted. Owner will give notice of observed defects with reasonable promptness. Contractor shall notify Owner upon completion of repairs.
- 2. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, Owner is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
- 3. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish Owner all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those

required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 DSA Fees. DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at http://www/dgs/ca/gov/dsa/home. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management Owner (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing Owners and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

- 3.7.1.1 Detailed Schedule of Values (See Article 9.2)
- 3.7.1.2 Submittal Listing and Schedule for Submittals
- 3.7.1.3 Critical Path Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Unless otherwise shortened by the Contract Documents, within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 All Submittals for the Project except those specifically agreed upon by Owner and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived.

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the Owner one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in

good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the Owner upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to post and review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

- 3.9.1.1 Deferred Approvals. Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)
- 3.9.1.2 Shop Drawings. The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 3.9.1.3 Manufactured applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- 3.9.1.4 Submittals is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.
- 3.9.1.5 Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and

other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 Shop Drawings.

- 3.9.2.1 When Shop Drawings Are Required. Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades.
- 3.9.2.2 Shop Drawing Requirements. The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- 3.9.2.3 Not a Reproduction of Architectural or Engineering Drawings. The Shop Drawings are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 3.9.2.4 Shop Drawings Engineering Requirements: Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 DSA Approvals Required Prior to Work. No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 Information Required With Submittals: Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and

Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

- 3.9.4.2 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specification are being met by the product.
- 3.9.4.3 Contractor Responsible for Jobsite Dimensions: Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.5 Submittal Submission Procedure

- 3.9.5.1 Transmittal Letter and Other Requirements. All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 3.9.5.2 Copies Required. Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the Owner or Architect. See also Division 1.
- 3.9.5.3 Corrections. The Contractor shall make all corrections required by Architect, Owner or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.
- 3.9.5.4 Approval Prior to Commencement of Work. No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.
- 3.9.5.5 Owner's Property. All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the Owner's property upon receipt by the Owner or Architect.

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3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

3.9.6.1 Consideration of Schedule. Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 Contractor Submittal Representations. By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 [Reserved].

3.9.7.3 No Deviation from Contract Documents. The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, "Substitutions."

3.9.7.4 [Reserved]

3.9.7.5 *Incomplete Submittals*. Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

3.9.7.6 [Reserved]

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Special Conditions, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the Owner's discretion. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The Owner may condition its approval of the substitution upon the delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to Owner. All cost caused by defective or ill-timed work shall be borne by Contractor. 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.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the Owner. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

- Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
- c. Repair or replace any damaged materials. Replace any chipped or broken glass.
- d. Remove any and all stains.
- e. Remove labels that aren't permanent labels.
- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
- h. Remove temporary film that remains on any hardware, doors or other surfaces.
- i. Seal the bottom and tops of all doors.

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing.
- Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- c. Remove temporary protection and clean and polish floors and waxed surfaces.
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.
- e. Wipe surfaces of mechanical and electrical equipment.
- f. Remove spots, soil, plaster and paint from tile work, and wash tile.
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- h. Vacuum-clean carpeted surfaces.
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that Owner's representatives may perform their functions.

3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the Owner and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless 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 Contract, including its use by the Owner, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the Owner, the Architect, or the Architect's consultants.

3.15 [Reserved]

3.16 [Reserved]

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the Owner and the Architect. Failure to maintain and update the As Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to Owner Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Builts at Completion of Work

On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the Owner. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of Work. Prior to submittal of Contractor's Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-



ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the Owner may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq., the Architect will provide administration of the Contract Documents and the Work, and will be the Owner's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 <u>Limitations of Construction Responsibility</u>

The Architect, Owner and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, Owner and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, Owner or CM in the Architect, Owner or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the Owner, Architect and Inspector. Where direct communication is necessary between the Owner and the Contractor, the Owner's communication shall be through the Owner's authorized designated person. Contractor shall not rely upon any communications from the Owner that is not from the Owner's authorized designee. Communications

by and with the Architect's consultants shall be through the Architect. Copies of all communication shall be sent to the Architect, Owner Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the Owner regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the Owner's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents. Contractor shall, without charge, replace or correct Work found by the Owner to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section is does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more project inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 <u>Inspector's Duties and DSA Noted Timelines for Inspection</u>

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 <u>Inspector's Authority to Reject or Stop Work</u>

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 [Reserved]

4.3.5 Testing Times

The Owner will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the Owner to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work.

4.3.6 Special Inspection Out of State, Out of Country or Remote from Project

If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the Owner shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with Owner, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. See Education Code Section 17307.5(b) and Education Code Section 81133.5.

4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the Owner is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the Owner may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other Owner remedies and shall not be considered a waiver of any Owner rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer.
- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by Owner (Article 3.9).
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available) (Article 3.10).
- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- k. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- 1. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between Owner and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's Article 7 request for Change is denied. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

- 4.6.2 [Reserved]
- 4.6.3 [Reserved]
- 4.6.4 [Reserved]
- 4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after the Architect's preliminary decision rendered in accordance with Paragraph 4.6.1. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the Owner under Article 4.6.9

4.6.6 <u>Continuing Contract Performance</u>

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

- 4.6.6.1 Owner's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process. At the Owner's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the Owner may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE OWNER PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.
 - If there is no Retention remaining on the Project, Individual Disputes a. initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
 - b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit claims to Court under Article 4.6.9.4.

4.6.7 [Reserved]

4.6.8 Dispute Concerning Extension of Time.

If Contractor and Owner cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the Owner shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 Procedure Applicable to All Claims

Definition of Claim: A "Claim" is where a Dispute between the parties a. rises to the level where backup documentation is assembled and provided to the Owner as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the Owner.

- b. <u>Filing Claim Is Not Basis to Discontinue Work</u>: The Contractor shall promptly comply with Work under the Contract or Work requested by the Owner even though a written claim has been filed. The Contractor and the Owner shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.
- c. <u>Claim Notification</u>: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 4.6.1, submit a notification, in writing, with the Owner (and the Owner's CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the Owner. All claims shall be reviewed pursuant to Article 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "claim."
- (2) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Formal Claim Appeal Submission: If the Contractor does not concur with the Owner's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the Owner's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.
- e. <u>Appeal Claim Format</u>: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
 - 1. Cover letter.
 - 2. Summary of factual basis of Claim and amount of claim.
 - 3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
 - 4. Documents relating to the Claim, including:

- a. Specifications sections in question.
- b. Relevant portions of the Drawings
- c. Applicable Clarifications (RFI's)
- d. Other relevant information, including responses that were received.
- e. Break down of all costs associated with the Claim.
- f. Applicable Daily reports and logs.
- g. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata). Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
- 1. That the Contractor has reviewed the claim and that such claim is made in good faith;
- 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
- 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the Owner is liable; and
- 4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.
- f. <u>Signature of Certification</u>: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- g. <u>Mandatory Claim Appeal Procedure</u>: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.
- 4.6.9.2 Owner (through CM or Owner's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the Owner may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the Owner may assert. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.
- 4.6.9.3 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the Owner's sole option, the Owner may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.



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ARTICLE 5 SUBCONTRACTORS

5.1 **DEFINITIONS**

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents.

5.1.2 <u>Subcontractor Licenses</u>

All subcontractors shall be properly licensed by the California State Licensing Board at the time bids are opened by the Owner.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 <u>Contingent Assignment of Subcontracts and Other Contracts</u>

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the Owner provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the Owner as provided under Article 14 and only for those subcontracts and other contracts and agreements that the Owner accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 <u>OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE</u> <u>CONTRACTS</u>

6.1.1 Separate Contracts.

- 6.1.1.1 Owner reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.
- 6.1.1.2 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Owner in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.
- 6.1.1.3 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the Owner is likely to cause interference with Contractor's performance of this Contract, once Contractor provides Owner timely written notice and identifies the Schedule Conflict, Owner shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.
- 6.1.1.4 Owner shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.).

6.2 [Reserved]

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the Owner may clean up and allocate the cost among those it deems responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the Owner's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the Owner (as authorized by the Owner's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 <u>CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)</u>

7.3.1 <u>Definitions</u>

7.3.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the Owner (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

7.3.2 <u>Use to Direct Change</u>

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

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7.3.3 <u>ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152</u> Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the Owner that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- 7.3.3.1 Contractor Compliance with all Aspects of an ICD. Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14.
- 7.3.3.2 Exception in the Case of DSA Issued Stop Work Order. Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the Owner.
- 7.3.3.3 ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance. If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 <u>REQUEST FOR INFORMATION ("RFI")</u>

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

- 7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.
- 7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.
- 7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.
- 7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make

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suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the Owner, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. Owner, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 <u>Scope</u>

An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the Owner and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

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7.6.2 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

7.6.3 <u>Changes in Time</u>

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.6.4 Notice of Change

Contractor shall submit a written Notice of Change to the Owner and the Architect if any instruction, request, drawing, specification, action, condition, omission, default, deduction, deletion, or other circumstance occurs that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1. Such Notice of Change shall be provided prior to the commencement of performance of the Work affected and no later than five (5) Days after the discovery date of such circumstance by Contractor. Once a timely Notice of Change has been submitted to the Owner and Architect, Contractor shall thereafter submit a fully complete COR as required by Article 7.6 and Article 7.7. FAILURE BY THE CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE AND/OR COR WHERE A NOTICE OF CHANGE AND/OR COR IS REQUIRED BY THIS ARTICLE 7.6 AND ARTICLE 7.7 SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE DISPUTES AND CLAIMS PROCESS (SEE ARTICLE 4.6) OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

7.7 COST OF CHANGE ORDERS

7.7.1 <u>Scope</u>

At the time a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the Owner and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual or estimated cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

Owner may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Documents from time to time during the progress of the Project, Contract sum being adjusted accordingly.

7.7.1.1 *Time and Material Charges.* If the Owner orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or Owner Designee at or near the time the Work is

actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- a. <u>Mutual acceptance</u> of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);
 - 1. If the Owner objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the Owner may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.
 - 2. Once the Owner provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.
- b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between Owner and Contractor;
- c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or
- d. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
 - 1. Basis for Establishing Costs
 - i. <u>Labor will be the actual cost for wages</u> prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), 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. In no case shall the total labor costs exceed the applicable prevailing wage

rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the 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. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.
- iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include all associated costs, including the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the Owner reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The Owner may authorize other items which may be required on the extra work. Such 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 the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. <u>Invoices</u>. Vendors' invoices for material, equipment rentals, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. <u>Overhead</u>. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision,

CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		EXTRA	CREDIT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Labor (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		
(d)	Subtotal		
(e)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed fifteen percent (15%) of Item (d).		
(f)	Subtotal		
(g)	Bond not to exceed one percent (1%) of Item (d)		
(h)	TOTAL		
(i)	Time		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the Owner.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 Adjustment for Time and Compensable Delay. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

Owner may, any time after a Deductive Change Order is presented to Contractor by Owner for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 [Reserved]

7.7.6 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6.

7.7.7 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a schedule fragnent showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 8 TIME AND SCHEDULE

8.1 **DEFINITIONS**

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form..

8.1.2 [Reserved]

8.1.3 <u>Computation of Time</u>

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 [Reserved]

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

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

8.2.3 <u>Costs for After Hours Inspections</u>

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the Owner and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

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

8.3.2 <u>Baseline Schedule Requirements</u>

8.3.2.1 *Timing*: Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and

the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule with the ten (10) days noted then Owner may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

- 8.3.2.2 [Reserved].
- 8.3.2.3 Schedule Must Be Within the Given Contract Time. The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.
- 8.3.2.4 Submittals Must Be Incorporated (See Article 3.7.2 and 3.9.6): Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.
 - 8.3.2.5 [Reserved]
- 8.3.2.6 No Early Completion. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by Owner. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.
- 8.3.2.7 Use of Schedule Provided in Bid Documents. In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the Owner. Contract shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.
- 8.3.2.8 Incorrect Logic, Durations, Sequences, or Critical Path. The Owner may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the Owner or Architect, the Owner reserves the right to utilize the unapproved originally submitted Baseline (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.
- 8.3.2.9 Contractor Responsibility Even if Schedule Issues Are Not Discovered. Failure on the Part of the Owner to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

8.3.2.9.1 [Reserved]

8.3.2.10 [Reserved].

- 8.3.2.11 Failure to Meet Requirements. Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The Owner, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.
- 8.3.2.12 Use of an Unapproved Baseline Schedule. If Schedule Submitted is unacceptable to the Owner (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the Owner moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1 as well as incorporate all 8.3.2 revisions from Owner or Architect that are noted.

8.3.3 <u>Update Schedules</u>

8.3.3.1 Updates Shall Be Based on Approved Baseline Schedule. Except in the case where there has not been agreement as to a Baseline Schedule as addressed in Article 8.3.2.4, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case of utilization of Article 8.3.2.4 and no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.4 Unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 8.3.2.1.

8.3.3.2 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 [Reserved]

8.3.3.4 Recovery Schedule. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or Owner, shall take the steps necessary to improve Contractor's progress and demonstrate to the Owner and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or Owner.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND OWNER HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE OWNER WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE OWNER THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE OWNER SHALL NOT, HOWEVER, LIMIT THE OWNER'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to (a) bear the risk of delays to completion of the Work; and (b)that Contractor's bid for the Contract was made with full knowledge of this risk.

8.4.3 [Reserved]

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the Owner in writing of causes of delay with justification and supporting documentation. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 [Reserved]

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

- 9.2.1 [Reserved]
- 9.2.2 Information and Preparation of Schedule of Values
- 9.2.2.1 *Break Down of Schedule of Values*. Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the Owner.
- 9.2.2.2 Based on Contractor Bid Costs. The Schedule of Values shall be based on the costs from Contractor's bid to the Owner. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- 9.2.2.3 <u>Largest Dollar Value for Each Line Item</u>. Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.
- 9.2.2.4 *Allowances*. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 9.2.2.5 Labor and Materials Shall Be Separate. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the Owner.

9.2.3 Owner Approval Required

The Owner shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the Owner's enforcement of each and every provision of this Contract

including but not limited to the Performance Bond and Payment Bond. The Owner shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner to assure that there will be no delays or cost fluctuations due to market fluctuations or procurement difficulties. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces.

9.3.3 No Waiver

No payment by Owner hereunder shall be interpreted so as to imply that Owner has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders... "

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." Owner's return of a Pencil Draft shall constitute the Owner's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

9.3.5 [Reserved]

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 Application for Progress. On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

- 1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- 3. The balance that will be due to each of such entities after said payment is made;
- 4. A certification that the As-Built Drawings and Annotated Specifications are current;
- 5. Itemized breakdown of Work done for the purpose of requesting partial payment;
- 6. An updated construction schedule in conformance with Paragraph 8;
- 7. The additions to and subtractions from the Contract Price and Contract Time;
- 8. A summary of the Retention held;
- 9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- 10. The percentage of completion of the Contractor's Work by line item:
- 11. An updated Schedule of Values from the preceding Application for Payment; and
- 12. Prerequisites for Progress Payments.
- 9.4.1.2 [Reserved]:
- 9.4.1.3 [Reserved].
- 9.4.1.4 All Payment Requests. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted. Contractor must also submit all required OCIP information and documents as set forth in the OCIP Manual and Information, if applicable.
 - 9.4.1.5 Final Pay Application (90% or 95%). See Article 9.11.1
 - 9.4.1.6 Final Pay Application (100%). See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

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

If the Contractor fails to furnish to the Owner within ten (10) calendar days after written demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the Owner's written demand has been made.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The Owner may withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner if, in the Owner's opinion, the representations to the Owner required by Paragraph 9.4 cannot be made. The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop Notices served upon the Owner;
- c. Liquidated damages assessed against the Contractor;
- d. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the Owner or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor:
- g. Failure to store and properly secure materials;
- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation,

acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;

- i. Failure of the Contractor to maintain As Built Drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- 1. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the Owner;
- p. Any payments due to the Owner including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable schedule in accordance with Paragraph 3.8;
- r. Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1;
- s. Failure to secure warranties, including the cost to pay for warranties:
- t. Failure to provide release from material suppliers or subcontractors when requested to do so;
- u. Items deducted pursuant to Article 2.2;
- v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process; or
- Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

Owner may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, Owner shall make such payments on behalf of Contractor. If any payment is so made by Owner, then such amount shall be considered as a payment made under Contract by Owner to Contractor and Owner shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. Owner will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, Owner may, after ten (10) calendar days written notice

to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by Owner as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by Owner as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, Owner may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, Owner may sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 [Reserved]

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 [Reserved]

9.9.1.2 Punch List Is Prepared Only After the Project Is Substantially Complete. If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or Owner may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 Time for Completion of Punch List. Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period

Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.9.1.4 [Reserved]

9.9.1.5 Punch List Liquidated Damages to Compensate for Added Owner Project Costs. If the total time utilized for Punch List exceeds sixty (60) days, then Contactor shall be charged liquidated damages of at least \$750 per day for continued Punch List Work to compensate for an Inspector, Architect, and Construction Manager extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to re-inspect Punch List items and perform the administration of the Close-out.

9.9.2 <u>Close-Out Requirements for Final Completion of the Project</u>

- a. <u>Utility Connections</u>. 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>As-Builts Up to Date and Complete</u>. 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 As Built Drawings
 - 1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
 - 2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
 - 3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the Owner.
 - 4. Owner may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.
- c. Any Work not installed as originally indicated on Drawings
- d. <u>All DSA Close-Out requirements</u> (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

e. <u>Submission of Form 6-C.</u> Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the Owner and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly, under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

- 1. Execution of the DSA Form 6-C is mandatory. Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.
- 2. Referral to the Owner Attorney for Extortion. If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the Owner Attorney for prosecution for Extortion.
- 3. Contractor shall be Responsible for All Costs to Certify the Project. The Owner may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certi fication guide updated 03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the Owner reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to Certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.
- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

- Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. <u>Inspection Requirements</u>. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 - 1. The Work has been completed.
 - 2. All life safety items are completed and in working order.
 - 3. Mechanical and electrical Work complete, fixtures in place, connected and tested.
 - 4. Electrical circuits scheduled in panels and disconnect switches labeled.
 - 5. Painting and special finishes complete.
 - 6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.
 - 7. Tops and bottoms of doors sealed.
 - 8. Floors waxed and polished as specified.
 - 9. Broken glass replaced and glass cleaned.
 - 10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
 - 11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
 - 12. Finished and decorative work shall have marks, dirt and superfluous labels removed.
 - 13. Final cleanup, as in Paragraph 3.12.
 - 14. All Work pursuant to Article 9.11
 - 15. Furnish a letter to Owner stating that the Owner's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 <u>Costs of Multiple Inspections</u>

More than two (2) requests of the Owner to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 Owner's Rights

The Owner may occupy or use any completed or partially completed portion of the Work at any stage. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If Owner and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the Owner as provided under Paragraph 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the Owner, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector Sign off of each item in the DSA 152 Project Inspection Card:
- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements:
- f. Change Over of Door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and
- h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or

project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the Owner and Architect, who shall again inspect such Work. If the Architect and the Owner finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The Owner shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the Owner shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the Owner, pay the amounts due Subcontractors.

If the Architect and the Owner find that the Work Contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the Owner or which the Owner has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the Owner of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by Owner. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the Owner and the Contractor.

- a. <u>Procedures for Application for Retention Payment.</u> The following conditions must be fulfilled prior to release of Retention Payment:
 - i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
 - ii. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract

Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract Documents.

- iii. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
- iv. Contractor must have completed all requirements set forth in Article 9.9.
- v. Contractor must have issued a Form 6C for the Project.
- vi. The Contractor shall have delivered to the Owner all manuals and materials required by the Contract Documents.
- vii. The Contractor shall have completed final clean up as required by Paragraph 3.12.
- viii. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the Owner has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the Owner will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

Owner shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the Owner agrees, in writing, that warranties shall commence running or where the Owner is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.11.6 <u>Time for Submission of Application for Final Payment and Retention Payment</u> (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the Owner or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then Owner may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

9.11.7 <u>Unilateral Release of Retention</u>

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the Owner may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notice, or other defective work on the Project. Owner may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The Owner will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 <u>Contractor Responsibility</u>

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the Owner. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by Owner or 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 member of its organization on the Work, 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 person so designated shall be reported to Owner by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of

witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the Owner and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 <u>Material Safety Data Sheets and Compliance with Proposition 65</u>

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

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

The asbestos removal contractor shall be an EPA 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.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless Owner and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

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

- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.

10.2.2 Contractor Notices

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

10.2.3 Safety Barriers and Safeguards

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

10.2.4 <u>Use or Storage of Hazardous Material</u>

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the Owner in writing):

- a. When performing 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 working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the Owner regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of Owner and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.
- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the Owner. All filing and plan check fees shall be paid by Contractor.
- h. Provide Owner on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place



or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the Owner's sole discretion.

10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the Owner.

10.4 HAZARDOUS MATERIALS

10.4.1 <u>Discovery of Hazardous Materials</u>

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being

hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 <u>Indemnification by Contractor for Hazardous Material Caused by Contractor</u>

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per limit)	occurrenc	ce (co	ombine	d 	single	\$2,000,000.00
(b)	Project only)	Specific	Aggregate	(for	this	Project	\$2,000,000.00
(c)	Products (aggregat	and e)	Compl	leted	O _I	perations	\$2,000,000.00
(d)	Personal Limit	and	Adv	vertising	5	Injury	\$1,000,000.00
						• • • • • • • • • • • • • • • • • • • •	

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

Automotive amounts	and	truck	where	operated	in	\$1,000,000.00			
Material amounts	Hoist	W	vhere	used	in	\$1,000,000.00			
Explosion, Co (XCU coverage)	<u>.</u>								
Hazardous Materials	\$1,000,000.00								

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 11.1 without prior written approval of the Owner.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 <u>Course-of-Construction Insurance Requirements</u>

The Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and

ARTICLE 11: Insurance and Bonds

undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the Owner and the Architect as additional named insureds, and any other person with an insurable interest as designated by the Owner.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. This requirement may be waived upon confirmation by the Owner that such coverage is provided under the Builder's Risk Insurance being provided.

11.5 <u>AUTOMOBILE LIABILITY</u>

- 11.5.1 The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.
- 11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

- b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- c. Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.
- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause.

11.10.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.10.3 Alternate Surety Qualifications

If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the Owner has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the Owner as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the Owner to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with Plans and Specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 <u>UNCOVERING OF WORK</u>

12.3.1 <u>Uncovering Work for Required Inspections</u>

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without Inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and

material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the Owner. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the Owner upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.4.3 Owner's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside

of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the Owner, invoiced by the Owner to the Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, reinspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 <u>Costs for Premature Test</u>

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code Section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a Registered Civil or Structural Engineer employed by the Owner or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

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13.6.2 Excavation Safety

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

13.6.3 No Tort Liability of Owner

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

13.6.4 No Excavation without Permits

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

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half ($1\frac{1}{2}$) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the Owner, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and 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 him or her in connection with the Project.
- b. All payroll records shall be certified and submitted to the Owner with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor 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 payroll records shall be made available for inspection or furnished upon request to a representative of Owner, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through

which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- Any copy of records made available for inspection as copies and furnished upon e. request to the public or any public agency by the 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. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- f. The Contractor shall inform the Owner of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the Owner, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The Owner may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

- b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, 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 apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 <u>Submission of Contract Information</u>

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact,

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 the Owner if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the Owner, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, 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 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. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase 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 Retention Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 <u>Assignment of Claim</u>

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.11 STATE AND OWNER CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the Owner shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The Owner shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or Owner. In the even the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the Owner and provide a copy to the Contractor after giving the Owner Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the Owner and the Owner's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractors bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the Owner and the Owner's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

ARTICLE 13: Miscellaneous Provisions Page 125

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the Owner may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The Owner will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook
- 2009 California Stormwater Quality Association Construction BMP Handbook .
- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:
- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.-Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the Owner the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development

or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

- 13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.
- 13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater Quality Association P.O. Box 2105 Menlo Park, CA 94026-2105 Phone: (650) 366-1042 E-mail: info@casqa.org

or

https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx

- 13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the Owner.
- 13.12.3.5 Within two weeks after Award of Contract by the Owner, the Contractor shall submit to the Owner's Civil Engineer one copy of the PRDs including the SWPPP for review. After the Owner's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the Owner's Construction Inspector, Owner's Construction Manager, Owner Architect, Commissioned Architect and Owner's Civil Engineer

13.12.4 <u>Implementation</u>

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.

- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.
- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data.
 - 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.
 - 2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
 - 3. Assist the Owner with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.

l. At the end of Construction Contract:

- 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/const ruction.shtml.
- 2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the Owner. Thereafter, left-in-place controls will be maintained by the Owner.
- 3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the Owner. Post-construction storm water operation and management plan as mentioned in the

compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 <u>Liabilities and Penalties</u>

- a. Review of the SWPPP and inspection logs by the Owner shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the Owner.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the Owner due to non-compliance by the Contractor, the Owner will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the Owner, plus legal and associated costs.
- d. The Contractor shall submit to the Owner a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 Grounds for Termination

The Owner may terminate the Contractor and/or this Contract for the following reasons:

- Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- g. If the Contractor has been debarred from performing Work;
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- Accept assignment of Subcontracts. Contractor acknowledges and agrees that if
 the Owner (in its sole and absolute discretion) decides to takeover completion of
 the Project, the Contractor agrees to immediately assign all subcontracts to the
 Owner which the Owner has chosen to accept;
- c. Complete the Work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the Owner Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the Owner shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the Owner terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor, or Owner, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

Owner may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of

either the Owner or Contractor make it impossible or against the Owner's interest to complete the Work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

14.3.2 [Reserved]

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the Owner may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the Owner may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the Owner on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the Owner may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the Owner's order and complete the same within the time period given by the Owner in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the Owner in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the Owner at the maximum legal rate. The Owner may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the Owner, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the Owner shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the Owner of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the Owner may have at law or in equity.

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Additive/ Deductive Bid Alternates (See Section 13 of Instruction to Bidders)

**Note: Pursuant to Public Contract Code Section 20103.8, the selection process selected does not preclude the District from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined.

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not "an/or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods,

or types of construction:

of type.	S OI CONSTRUCTION.						
	Specification Section	Specified Item	Requested Substituted Item	Agrees Provide Specific if reque Substitu Denied	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)		Decision ne)
1.				Yes	No	Grant	Deny
2.				Yes	No	Grant	Deny
3.				Yes	No	Grant	Deny
4.				Yes	No	Grant	Deny
5.				Yes	No	Grant	Deny
6.				Yes	No	Grant	Deny
7.				Yes	No	Grant	Deny
8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or

Special Conditions Page

Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

- 11. The proposed Substitution does not affect the dimensions shown on the Drawings.
- 12. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
- 13. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
- 14. Maintenance and service parts will be available locally for the proposed substitution.
- 15. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
- 16. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder:	
By:	
District:	
Ву:	

ARTICLE 8 – TIME

Article 8 Schedule Inclusion Requirements –The Contractor's Baseline Schedule shall include the following Milestone Schedule:

Article 8.4.1 Liquidated Damages – Contractor will be liable to Owner for liquidated damages pursuant to Article 8.4 for each calendar day of delay in the amount of \$3000.00.

ARTICLE 11 - INSURANCE AND BONDS

Article 11.10 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is three (3).

ARTICLE 13

COMPLIANCE MONITORING UNIT [TO BE USED ONLY ON PROJECTS USING FUNDS FROM ANY STATE ISSUED BOND]

This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.

The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors must enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction

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SPECIAL CONDITIONS

site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

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Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT:	
TO:	
You are hereby directed to provide the extra work necessary to comply with this ICD.	
DESCRIPTION OF CHANGE:	
COST (This cost shall not be exceeded):	
TIME FOR COMPLETION:	
NOTE:	
Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepart the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, direct a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Co Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes Work within the general scope of the Contract consisting of additions, deletions, or other revisions w If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SEPROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUTO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.	ntract in the vithin. HALL THE
Architect	
District	

SPECIAL CONDITIONS

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
TO:
As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use
I certify that the Project has reached Substantial Completion as defined above.
Architect

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SECTION 01 11 00

SUMMARY OF WORK

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- Work Included.
- Work under separate contracts.
- C. Work by Owner.
- D. Owner furnished products.
- E. Contractor use of site.
- F. Work Sequence.
- G. Owner occupancy.
- H. Work restrictions.

1.2 WORK INCLUDED

- A. Work of this Contract comprises general construction site improvements at Thompson Middle School for Murrieta Valley Unified School District.
- B. Construct the work under a single lump sum contract.

1.3 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.4 WORK BY OWNER

A. Items noted "NIC" (Not in Contract) will be furnished and installed by Owner.

1.5 OWNER FURNISHED PRODUCTS

- A. Items noted "OFCI" (Owner-Furnished Contractor Installed) will be furnished by Owner and installed by Contractor.
- B. Items noted "OFOI" (Owner-Furnished Owner Installed) will be furnished by Owner and installed by Owner.
- C. Owner's Responsibilities:
 - Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples to Contractor.
 - 2. Arrange and pay for Product delivery to site.
 - On delivery, inspect Products jointly with Contractor.
 - Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturer's warranties, inspections, and service.

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SUMMARY OF WORK 01 11 00

- D. Contractor's Responsibilities:
 - 1. Review Owner reviewed Shop Drawings, Product Data, and Samples.
 - Receive and unload Products at site; inspect for completeness or damage, jointly with Owner.
 - 3. Handle, store, install and finish Products.
 - 4. Repair or replace items damaged after receipt.

1.6 CONTRACTOR USE OF SITE

- A. Limit use of site to allow:
 - Owner occupancy.
 - 2. Use of site by public.
 - 3. Work by others and Work by Owner.
- B. Construction Operations: Limited to area indicated on drawings.

1.7 OWNER OCCUPANCY

- A. Full Owner Occupancy: Owner will occupy portions of the site and premises during entire construction period for conduct of his normal operation.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
- Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
- D. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
- E. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.
- F. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage.
- G. Perform the Work so as not to interfere with Owner's day-to-day operations.
- H. Maintain existing exits, unless otherwise indicated.
- I. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours, Monday through Friday, except as otherwise indicated or required to conform to construction schedule and labor codes.
 - 1. Weekend Hours: 7:00 a.m. to 5:00 p.m.
 - Hours for Utility Shutdowns: To be coordinated with the District, City of Murrieta and Utility companies.

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- 3. Hours for Noisy Operations: 3:00 p.m. to 5:00 p.m.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted to do so and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Architect not less than 5 days in advance of proposed utility interruptions. Do not proceed with utility interruptions without Architect's permission.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- Schedule of Values.
- B. Application for Payment.
- C. Defect assessment.
- D. Non-payment for rejected work.
- E. Change procedures.

1.2 CASH ALLOWANCES

- Include in the contract sum all cash allowances stated herein.
- B. Items covered by cash allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
- C. Costs Included in Cash Allowances: Cost of work to Contractor or Subcontractor. Cost of Product to Contractor or Subcontractor, less applicable trade discounts; delivery to site and applicable taxes.
- D. Funds will be drawn from cash allowance amount only by written authorization of the Owner.
- E. At closeout of contract, funds remaining in cash allowance amount will be credited to Owner by change order.
- F. Whenever costs are more than cash allowance amount, the contract amount will be adjusted accordingly by change order.
- G. Contractor Responsibilities:
 - 1. Assist Architect in selection of products and suppliers.
 - 2. Obtain proposals from suppliers and offer recommendations.
 - 3. On notification of selection by Owner, execute agreement with designated supplier.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery and product handling at site.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for damage.
- H. Cash Allowance: A stipulated sum of \$25,000.00.

1.3 SCHEDULE OF VALUES

- A. Submit Schedule of Values for approval in duplicate within fourteen days after receipt of Notice to Proceed.
- B. Format: Submit typed schedule based upon the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.

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- C. Where work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- D. Include in each line item, the amount of Allowances specified in this Section.
- E. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, on continuation sheet, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- Submit six copies of each application on AIA Form G702 Application and Certificate for Payment and AIA Form G703 Continuation Sheet.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Application Times: The date for each progress payment is indicated in the General Conditions of the Contract.
- D. Payment Application Periods: The period of construction covered by each application for payment is the period indicated in the General Conditions of the Contract.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents. Architect will return incomplete applications without action.
- F. Waiver of Stop Notices: With each application for payment, submit waivers of stop notices from subcontractors for construction period covered by previous application.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct one of the following remedies:
 - The defective Work may remain, but the listed schedule of value will be adjusted to a new value at the discretion of the Architect.
 - 2. The defective Work will be partially repaired to the instructions and satisfaction of the Architect and the listed schedule of value will be adjusted to reflect a new value at the discretion of the Architect.

1.6 NON-PAYMENT FOR REJECTED WORK

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined to be unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - Products placed beyond the lines and levels of the required work.
 - 5. Products remaining on hand after completion of the work.
 - 6. Loading, hauling and disposing of rejected products.

1.7 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by General Conditions on AIA Form G710 Architect's Supplemental Instructions.
- B. The Architect may issue a Request for Proposal (RFP) which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Proposal Requests are for information only and are not to be considered instructions to stop the work or to execute the proposed change. Contractor will prepare and submit a detailed estimate within 14 days.
- C. Any change in the Work which involves the adjustment to contract sum/price or contract time shall be properly certified by the Contractor as indicated in the General Conditions of the contract.
- D. The Contractor may propose a change by submitting a Change Order Request to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
- E. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's Change Order Request as approved by Architect.
- F. Maintain detailed records of work done on Time and Material/Force Account basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work as indicated in the General Conditions of the Contract.
- G. Immediate Change Directive (ICD): Architect may issue a directive, signed by the Owner and Architect, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.
- H. Allowance Adjustment: Adjustment of allowance amounts shall be based upon a properly documented and detailed Change Order Request which substantiates distribution of allowance amounts and actual costs of work in place.
- I. Change Order Forms: Per General Conditions.
- J. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the General Conditions of the Contract.
- K. All addenda (changes and/or revisions prior to award of contract) and construction changes (changes and revisions after award of contract) shall be approved by the Architect and the Division of the State Architect prior to start of construction covered by those changes and/or revisions in accordance with the requirements of Title 24 of the California Code of Regulations, Part 1, Section 4-338.
- L. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- M. Promptly revise progress schedules to reflect any changes in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change and resubmit.
- N. Promptly enter changes in Project Record Documents.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 25 13

PRODUCT SUBSTITUTION PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Product options.
- B. Substitution procedures.

1.2 DEFINITIONS

- A. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by the Owner or Architect.
 - 2. Specified options of products, materials, and equipment included in Contract Documents.

1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with Provision for Substitution: Products of manufacturers named and meeting specifications with substitution of products or manufacturer only when submitted under provisions of this section.
- C. Products Specified by Naming One or More Manufacturers without Provision for Substitution: No substitution allowed.

1.4 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS

- A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. Architect may consider requests for substitutions of specified equipment and/or materials only when requests are filed at time of bid as stipulated in Bid Documents.
- C. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section and Bid Documents.
- D. Burden of proof of merit of requested substitution is the responsibility of the entity requesting the substitution.
- E. It is the sole responsibility of the entity requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. Architect's decision on substitution requests are final and do not require documentation or justification.
- G. When substitution is not accepted, provide specified product.
- H. Substitute products shall not be included within the bid without written acceptance by Addendum.

1.5 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT

A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.

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- B. Consideration by Architect of substitution requests received after the established date of the receipt of bids or contract award will only be made when one or more of the following conditions are met and documented:
 - Specified item fails to comply with regulatory requirements.
 - 2. Specified item has been discontinued.
 - Specified item, through no fault of the Contractor, is unavailable in the time frame required to meet project schedule.
 - Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
 - Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product.
 - 6. Substitution would be, in the sole judgement of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.
- C. Notwithstanding the provisions of Article 1.4 of this section and the above, the Architect may consider a substitution request after the date of the receipt of bids or contract award, if in the sole discretion of the Architect, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other requirement as stated herein.
- D. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request as required by provisions of this section.
- F. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.
- G. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.
- H. Substitutions will not be considered as a result of the failure to pursue the work promptly or coordinate activities properly.
- I. Burden of proof of merit of requested substitution is the responsibility of the Contractor.
- J. It is the sole responsibility of the Contractor to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- K. Owner shall receive full benefit of any cost reduction as a result of any request for substitution.
- L. Architect's decision on substitution requests is final and does not require documentation or justification.
- M. When substitution is not accepted, provide specified product.
- N. Substitute products shall not be ordered or installed without written acceptance.

1.6 REGULATORY REQUIREMENTS

- A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions.
- B. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.

- C. All costs incurred by the Owner in obtaining regulatory approvals for proposed substitutions to include the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.
- D. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.

1.7 SUBSTITUTION REPRESENTATION

- A. In submitting a request for substitution, the entity requesting the substitution makes the representation that he or she:
 - Has investigated the proposed substitution and has determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty or guarantee for the substitution as for the specified product.
 - Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the Owner.
 - 4. Waives claims for additional cost or time extension which may subsequently become apparent.
 - Will reimburse Owner for the cost of Architect's review or redesign services associated with substitution request.

1.8 SUBMITTAL PROCEDURE

- A. Submit six copies of each request.
- B. Submit request with Architect's Substitution Request Form. Form may be obtained at the office of the Architect. Substitution requests received without request form will be returned unreviewed.
- C. Limit each request to one proposed substitution.
- D. Request to include sufficient data so that direct comparison of proposed substitution can be made.
- E. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:
 - 1. Statement of cause for substitution request.
 - 2. Identify product by specification section and article number.
 - 3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
 - List similar projects where proposed substitution has been used, dates of installation and names of Architect and Owner.
 - 5. List availability of maintenance services and replacement materials.
 - 6. Documented or confirmation of regulatory approval.
 - 7. Product data, including drawings and descriptions of products.
 - 8. Fabrication and installation procedures.
 - 9. Samples of proposed substitutions.

- Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
- 11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.
- 12. Statement on the substitutions effect on the construction schedule.
- Cost information including a proposal of the net change, if any, in the Contract sum if the substitution is submitted after the receipt of bids or contract award.
- 14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.
- 15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.
- F. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

1.9 ARCHITECT'S REVIEW

- A. Within 14 days of receipt of request for substitution, the Architect will accept or reject proposed substitution.
- B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.
- C. There shall be no claim for additional time for review of proposed substitutions.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.
- E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Preconstruction conference.
- C. Progress meetings.
- D. Request for Information (RFIs).

1.2 DEFINITIONS

A. RFI - Request from Contractor seeking additional information, interpretation or clarification of the Contract Documents

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate construction operations of the different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- C. Prior to commencement of a particular type or kind of work examine relevant information, contract documents and subsequent data issued to the project.
- D. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating or installing any of the elements required to be coordinated.
- H. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owners partial occupancy.
- J. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- K. Coordinate all utility company work in accordance with the General Conditions.
- L. Coordinate field engineering with the provisions of Section 01 73 00.

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1.4 PRECONSTRUCTION CONFERENCE

- Architect will schedule a conference immediately after receipt of fully executed contract documents prior to project mobilization.
- B. Mandatory Attendance: Owner, Owner's Resident Inspector, Owner's Testing Laboratory Representative, Architect, Contractor, Contractor's Project Manager and Contractor's Job Superintendent.
- C. Optional Attendance: Architect's consultants, subcontractors and utility company representatives.
- D. Architect will preside at conference, record minutes and distribute copies.

E. Agenda:

- Execution of Owner-Contractor Agreement.
- Issue Notice to Proceed.
- 3. Submission of executed bonds and insurance certificates.
- Distribution of Contract Documents.
- Federal and State labor law requirements applicable to Contract.
- 6. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
- 7. Designation of responsible personnel representing the parties.
- 8. Procedures and processing of RFIs, field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders and Contract closeout procedures.
- 9. Procedures for testing and inspection.
- 10. Scheduling.
- 11. Critical work sequence and long lead items.
- 12. Work restrictions and working hours.
- 13. Progress meetings.
- 14. Use of site.
- 15. Storage.
- Authorities having jurisdiction over project.
- 17. Owner occupancy requirements.
- 18. SWPPP requirements.
- Preparation of Record Drawings.
- 20. Security.
- 21. Parking availability.

1.5 PROGRESS MEETINGS

 Architect will schedule and administer meetings throughout progress of the Work at maximum weekly intervals.

- B. Architect will make arrangements for meetings, prepare agenda, preside at meetings, record minutes (Field Reports), and distribute copies.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Owner's Inspector, and Architect, as appropriate to agenda topics for each meeting.

D. Agenda:

- 1. Review minutes of previous meetings. (Field Reports)
- 2. Review of Work progress.
- 3. Field observations, problems, and decisions.
- 4. Identification of problems which impede planned progress.
- 5. Review of submittals schedule and status of submittals.
- 6. Requests For Information (RFIs).
- 7. Status of Proposal Requests (PRs).
- 8. Status of Change Order Requests (CORs).
- 9. Status of Change Orders (COs).
- 10. Review of off-site fabrication and delivery schedules.
- 11. Maintenance of construction schedule.
- 12. Corrective measures to regain projected schedules.
- 13. Planned progress during succeeding work period.
- 14. Coordination of projected progress.
- 15. Maintenance of quality and work standards.
- 16. Effect of proposed changes on progress schedule and coordination.
- 17. Other business relating to Work.

1.6 REQUEST FOR INFORMATION (RFI'S)

- A. Procedure: Immediately on discovery of the need for additional information, interpretation of the Contract Documents, and if not possible to request interpretation at Progress Meeting, prepare and submit an RFI in the form specified.
 - RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - Each RFI shall address only one subject matter.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Date.

- 2. Project name.
- Owner's name.
- Name of Contractor.
- 5. Name of Architect.
- 6. RFI number, numbered sequentially.
- 7. Specification Section number and title and related paragraphs, as appropriate.
- 8. Drawing number and detail references, as appropriate.
- 9. Field dimensions and conditions, as appropriate.
- Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 11. Contractor's signature.
- 12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Attachments shall be electronic files in a format that will allow electronic editing by the Architect.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow fifteen days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. If the RFI is required to be forwarded to a consultant, subconsultant, or Owner for a response, the response time will be twenty five days.
 - The following RFIs will be returned without action:
 - (a) Requests for approval of submittals.
 - (b) Requests for approval of substitutions.
 - (c) Requests for information already indicated in the Contract Documents.
 - (d) Requests for coordination information which is the responsibility of the Contractor.
 - (e) Requests for adjustments in the Contract Time or the Contract Sum.
 - (f) Requests for interpretation of Architect's actions on submittals and substitutions.
 - (g) Incomplete RFIs or RFIs with numerous errors.
 - Architect's action may include a request for additional information, in which case Architect's allowable time for response will start again.
 - 3. Architect's review of or response to RFIs shall not constitute an approval, direction, or procedure related to construction means, methods, techniques, sequences, or procedures of Contractor.
 - Architect's review of or response to RFIs shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures or methodology of Contractor.

- Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order Request according to Division 01 Section 01 20 00 - Price and Payment Procedures.
 - (a) If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
 - (b) Under no circumstances is the Architect's review of or response to RFIs to be considered an authorization to depart from the Contract Documents or an authorization to perform extra work.
- F. On receipt of Architect's action immediately distribute the RFI response to affected parties.
- G. Review response and notify Architect within three days if Contractor disagrees with response.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 32 17

CONSTRUCTION SCHEDULE - BAR CHART

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References.
- B. Performance requirements.
- C. Qualifications.
- D. Quality Assurance.
- E. Project record documents.
- F. Submittals.
- G. Review and evaluation.
- H. Format.
- Cost and schedule reports.
- J. Construction schedule.
- K. Short interval schedule.
- L. Requested time adjustment schedule.
- M. Recovery schedule.
- N. Updating schedules.
- O. Distribution.

1.2 REFERENCES

- A. Construction Planning and Scheduling Manual A Manual for General Contractors and the Construction Industry, The Associated General Contractors of America (AGC).
- B. National Weather Service Local Climatological Data.

1.3 PERFORMANCE REQUIREMENTS

- A. Ensure adequate scheduling during construction activities so work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- B. Ensure coordination of Contractor and subcontractors at all levels.
- Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of materials and equipment.
- D. Ensure on-time delivery of Owner furnished materials and equipment.
- E. Ensure coordination of jurisdictional reviews.
- F. Assist in preparation and evaluation of applications for payment.
- G. Assist in monitoring progress of work.

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- H. Assist in evaluation of proposed changes to Contract Time.
- I. Assist in evaluation of proposed changes to Construction Schedule.
- J. Assist in detection of schedule delays and identification of corrective actions.

1.4 QUALIFICATIONS

- A. Scheduler: Personnel with 3 years minimum experience in scheduling construction work of a complexity and size comparable to this Project.
- B. Administrative Personnel: 3 years minimum experience in using and monitoring schedules on comparable projects.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- B. In the event of discrepancy between the AGC publication and this section, provisions of this section shall govern.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit record documents under provisions of Section 01 77 00.
- B. Submit one electronic file and three copies of final Record Construction Schedule which reflects actual construction of this Project.
- Record schedule shall be certified for compliance with actual way project was constructed.
- Receipt of Record Construction Schedule shall be a condition precedent to any retainage release or final payment.

1.7 SUBMITTALS

- Submit under provisions of Section 01 33 00.
- B. Within 7 days from the Notice of Award submit proposed Early Work Schedule and preliminary Cost Report defining activities for first 60 days of Work.
- C. Within 45 days from the Notice of Award submit proposed Construction Schedule and final Cost Report.
- D. Submit updated Construction Schedule at least 10 days prior to each Application for Payment.
- E. Submit Short Interval Schedule at each Construction Progress Meeting.
- F. Submit Time Adjustment Schedule within 10 days of commencement of a claimed delay.
- G. Submit Recovery Schedules as required by completion of work.
- H. Submit one electronic file and three copies of each schedule and cost report.

1.8 REVIEW AND EVALUATION

- Early Work Schedule shall be reviewed during Preconstruction Conference with Owner and Architect.
- B. Within 5 days of receipt of Owner and Architect's comments provide satisfactory revision to Early Work Schedule or adequate justification for activities in question.
- C. Acceptance by Owner of corrected Early Work Schedule shall be a condition precedent to making any progress payments for first 60 days of Contract.

- D. Cost loaded values of Early Work Schedule shall be a basis for determining progress payments during first 60 days of Contract.
- E. Participate in joint review of Construction Schedule and Reports with Owner and Architect.
- F. Within 7 days of receipt of Owner and Architect's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in guestion.
- G. In the event that an activity or element of work is not detected by Owner or Architect review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
- H. Acceptance by Owner of corrected Construction Schedule shall be a condition precedent to making any progress payments after first 60 days of Contract.
- I. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.
- J. Review and acceptance by Owner and Architect of Early Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, or cost loading stated or implied on schedules.

1.9 FORMAT

- Shall be fully developed horizontal bar-chart-type schedule prepared under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
- B. Provide separate bar for each activity or operation.
- C. Activity shall not have a duration longer than 14 days or a value over \$20,000.00 except non-construction activities for procurement and delivery.
- D. Prepare schedule on sheet of sufficient width to clearly show data.
- E. Provide continuous heavy vertical line identifying first day of week.
- F. Provide continuous subordinate vertical line identifying each day of week.
- G. Identify activities by number, description, and cost.
- H. Show each activity in proper sequence.
- I. Indicate graphically sequences necessary for related activities.
- J. Provide legend of symbols and abbreviations used.

1.10 COST AND SCHEDULE REPORTS

- A. Activity Analysis: Tabulate each activity and identify for each activity:
 - Description.
 - 2. Interface with outside contractors or agencies.
 - Duration.
 - Start date.
 - Finish date.
 - 6. Actual start date.
 - 7. Actual finish date.

- 8. Monetary value keyed to Schedule of Values.
- 9. Responsibility.
- Percentage complete.
- 11. Variance positive or negative.
- B. Cost Report: Tabulate each activity and identify for each activity:
 - Description.
 - 2. Total cost.
 - 3. Percentage complete.
 - 4. Value prior to current period.
 - 5. Value this period.
 - 6. Value to date.

1.11 CONSTRUCTION SCHEDULE

- A. Shall be a fully developed horizontal bar-chart-type schedule.
- B. Shall indicate a completion date for project that is no later than required completion date.
- C. Conform to mandatory dates specified in the contract documents.
- D. Should schedule indicate a completion date earlier than any required completion date, Owner or Architect shall not be liable for any costs should project be unable to be completed by such date.
- E. Seasonal weather shall be considered in planning and scheduling of all work. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.
- F. Provide sub-schedules to define critical portions of entire schedule.
- G. Indicate procurement activities, delivery and installation of Owner furnished material and equipment.
- H. Level of detail shall correspond to complexity of work involved.
- I. As developed shall show sequence of activities required for complete performance of Work.
- Shall be logical and show a coordinated plan of Work.
- K. Show order of activities. Include specific dates of completion.
- Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- M. Failure to include any activity shall not be an excuse for completing all work by required completion date.
- N. An activity shall meet the following criteria:
 - Any portion or element of work, action, or reaction that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.

- 3. Responsibility shall be identified with a single performing entity.
- 4. Additional codes shall identify building, floor, bid item and CSI classification.
- Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount.
 Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
- O. For major equipment and materials show a sequence of activities including:
 - Preparation of shop drawings and sample submissions.
 - 2. Review of shop drawings and samples.
 - 3. Finish and color selection.
 - 4. Fabrication and delivery.
 - 5. Erection or installation.
 - Testing.
- P. Include a minimum of 15 days prior to completion date for punch lists and clean up. No other activities shall be scheduled during this period.

1.12 REQUESTED TIME ADJUSTMENT SCHEDULE

- A. Updated Construction Schedule shall not show a completion date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- B. If an extension of time is requested a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to Owner and Architect.
- C. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of work.
- Extension request shall include forecast of project completion date and actual achievement of any dates listed in Agreement.
- E. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- F. Schedule shall be a fully developed horizontal bar-chart-type schedule.
- G. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
- H. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time.
- I. Activity delays shall not automatically constitute an extension of Contract Time.
- J. Failure of subcontractors shall not be justification for an extension of time.
- K. Extensions will be granted only to extent that time adjustments extend Contract completion date.
- L. Owner shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- M. Owner shall not be responsible or liable for any construction acceleration due to failure of Owner to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.

N. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within 10 days after commencement of a delay it is mutually agreed that delay does not require a Contract time extension.

1.13 RECOVERY SCHEDULE

- A. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- B. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule.
- C. Maximum duration shall be one month and shall coincide with payment period.
- D. Ten days prior to expiration of Recovery Schedule verification to determine if activities have regained compliance with Construction Schedule will be made. Based upon this verification the following will occur:
 - Supplemental Recovery Schedule will be submitted to address subsequent payment period.
 - Construction Schedule will be resumed.

1.14 UPDATING SCHEDULES

- A. Review and update schedule at least 10 days prior to submitting an Application for Payment.
- B. Approved change orders which affect schedule shall be identified as separate new activities.
- C. Change orders of less than \$20,000.00 value or less than 3 days duration need not be shown unless completion date is affected.
- D. Maintain schedule to record actual prosecution and progress.
- E. No other revisions shall be made to schedule unless authorized by Owner.
- F. Provide narrative Progress Report at time of schedule update which details the following:
 - Activities or portions of activities completed during previous reporting period.
 - 2. Actual start dates for activities currently in progress.
 - 3. List of major construction equipment used during reporting period and any equipment idle.
 - Number of personnel by craft engaged on Work during reporting period.
 - 5. Progress analysis describing problem areas.
 - 6. Current and anticipated delay factors and their impact.
 - 7. Proposed corrective actions for Recovery Schedule.
 - 8. Proposed modifications, additions, deletions and changes in Construction Schedule.
- G. Schedule update will form basis upon which progress payments will be made.
- H. Owner will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.15 DISTRIBUTION

- A. Following joint review and acceptance of updated schedules distribute copies to Owner, Architect, and all other concerned parties.
- B. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

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2. PART 2 PRODUCTS

NOT USED

3. PART 3 EXECUTION

NOT USED

SECTION 01 33 00

SUBMITTAL PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Related submittals.
- B. Architect's digital data files.
- C. Proposed products list.
- D. Processing time.
- E. Submittal procedures paper submittals.
- F. Shop drawings paper submittals.
- G. Submittal procedures electronic submittals.
- H. Shop drawings electronic submittals.
- I. Product data.
- J. Samples.
- K. Manufacturers' instructions.
- L. Manufacturers' certificates.
- M. Deferred approval requirements.

1.2 RELATED SUBMITTALS

- A. Progress Payments: Section 01 20 00- Price and Payment Procedures.
- B. Schedule of Values: Section 01 20 00- Price and Payment Procedures.
- C. Substitutions: Section 01 25 13 Product Substitution Procedures.
- D. Coordination Drawings: Section 01 31 00 Project Management and Coordination.
- E. Construction Schedule: Section 01 32 16 Construction Schedule Network Analysis.
- F. Tests and Inspections: Section 01 45 29 Testing Laboratory Services.
- G. Certified Final Property Survey: Section 01 73 00 Execution Requirements.
- H. Closeout Procedures: Section 01 77 00 Closeout Procedures.
- I. The General Conditions set forth additional requirements for submittals.

1.3 ARCHITECT'S DIGITAL DATA FILES

A. Upon written request, Architect's electronic CAD files will be provided for use in connection with preparation of shop drawings subject to the acceptance of the Architect's standard terms and conditions for electronic file transfer.

1.4 PROPOSED PRODUCTS LIST

- A. Within fourteen days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, model number, and designated specification section of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PROCESSING TIME

- A. Time period for review of submittals will commence upon receipt of submittal by Architect.
- B. Initial Review: Allow ten working days for each submittal.
- C. Resubmittal Review: Allow ten working days for each resubmittal.
- D. Sequential Review: Allow ten working days for initial and resubmittal review of each submittal where review is required by Architect's consultant's, Owner or other parties indicated.

1.6 SUBMITTAL PROCEDURES - PAPER SUBMITTALS

- A. Transmit each submittal in conformance with requirements of this section.
- Sequentially number the transmittal forms. Resubmittals to have original number with an alphanumeric suffix.
- C. Identify Project and Architect's project number, Contractor, Subcontractor or supplier; pertinent Drawing and detail number(s), and specification Section number, as appropriate.
- D. Apply 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. Submittals without Contractor's stamp and signature will be returned without review.
- E. Schedule submittals to expedite the Project, and deliver to Architect at 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, CA 91730. Coordinate submission of related items.
- F. Make submittals in groups containing associated and related items to make sure that information is available for checking each item when it is received.
- G. Submittals for <u>all</u> items requiring color selection must be received before <u>any</u> will be selected.
- H. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- Make submittals in advance of scheduled dates for installation to allow specified time for review, revisions, and resubmission prior to final review and subsequent placement of orders.
- J. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit proper processing.
- K. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- L. Provide space for Contractor and Architect review stamps.
- M. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

- O. Partial submittals will be considered non responsive and will be returned without review.
- P. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.
- Q. Architect will not review submittals that contain material data safety sheets (MSDS) and will return them for resubmittal.
- R. Substitutions will not be considered when they are indicated or implied on submittals without separate written request as required by provisions of Section 01 25 13 Product Substitution Procedures.

1.7 SHOP DRAWINGS - PAPER SUBMITTALS

- A. Submit six prints of each drawing. Four copies will be retained by Architect.
- B. Review comments will be shown on returned print. Contractor will make and distribute copies as required for his purpose.
- C. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01 77 00 - Closeout Procedures.
- D. Do not reproduce Contract Documents or copy standard information and submit as shop drawings.
- E. Standard information prepared without specific reference to project requirements will not be considered a shop drawing.
- F. Do not use or allow others to use shop drawings which have been submitted and have been rejected.

1.8 SUBMITTAL PROCEDURES - ELECTRONIC SUBMITTALS

- A. Transmit each electronic submittal in conformance with requirements of this section.
- B. Submittals for all items requiring color selections will not be accepted as an electronic submittal.
- C. Assemble complete submittal package into a single indexed Portable Document Format (PDF) file. File format licensed by Adobe Systems.
- D. Transmit electronic submittals as PDF files via Architect's Project Collaboration Site address.
- E. Transmittal form for submittals shall be an electronic form acceptable to the Architect which identifies the Project, the Architect's project number, the Contractor, the Subcontractor or material supplier; pertinent Drawing and detail number(s), and specification Sections, as appropriate.
- F. Provide links enabling navigation to each item of submittal package.
- G. Name electronic submittal file with consistent project identifier composed of Architect's project number, Architect's alpha numeric file designation, and specification section number followed by sequential number. (e.g., 0920800-56-SUB 06412-01.pdf)
- H. Resubmittals shall include an alphabetic suffix after initial point number. (e.g., 0920800-56-SUB 06412-01-A.pdf)
- I. Resubmittals shall identify all changes made since previous submittal.
- J. Insert Contractor's review stamp to permanently record Contractor's action.
- K. Contractor's stamp shall be signed or initialed certifying that review, verification of Products required, field dimensions, adjacent work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- L. Submittals without Contractor's stamp and signature will be returned without review.

- M. Provide space for Architect's electronic review stamp.
- Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until
 all related submittals are received.
- O. Make submittals in advance of scheduled dates for installation to allow specified time for review, revisions, and resubmission prior to final review and subsequent placement of orders.
- P. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit proper processing.
- Q. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- R. Contractor shall reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- S. Partial submittals will be considered non responsive and will be returned without review.
- T. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.
- U. Architect will not review submittals that contain material data safety sheets (MSDS) and will return them for resubmittal.
- V. Substitutions will not be considered when they are indicated or implied on submittals without separate written request as required by provisions of Section 01 25 13 Product Substitution Procedures.

1.9 SHOP DRAWINGS - ELECTRONIC SUBMITTALS

- A. Submit electronic copy of shop drawings in PDF format as specified in this section.
- B. Review comments will be indicated on reviewed document.
- C. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01 77 00 Closeout Procedures.
- D. Do not reproduce Contract Documents or copy standard information and submit as shop drawings.
- E. Standard information prepared without specific reference to project requirements will not be considered a shop drawing.
- F. Do not use or allow others to use shop drawings which have been submitted and have been rejected.

1.10 PRODUCT DATA

- A. When specified in individual specification sections, submit copies of data for each product which Contractor requires.
- B. Submit six copies of product data made in paper format. Four copies will be retained by Architect.
- Electronic sbmittals for product data will comply with Article for electronic submittal procedures stated in this section.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.
- E. Manufacturer's standard product data or catalogs that do not indicate materials or products that are specific to project will be returned without review.
- F. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01 77 00 Closeout Procedures.

1.11 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. Include identification on each sample, with full Project information.
- C. Submit the number of samples which Contractor requires, plus two which will be retained by Architect.
- D. Reviewed samples which may be used in the Work are indicated in individual specification Sections.
- E. Submittals for all items requiring color selection must be received before any will be selected.
- F. If a variation in color, pattern, texture or other characteristic is inherent within the material or product submitted, sample shall approximate limits of variation.

1.12 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.13 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's 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 date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

SECTION 01 42 19

REFERENCE STANDARDS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Specification format and content.
- C. Industry standards.
- D. Codes and standards.
- E. Governing regulations/authorities.

1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the General Conditions.
- B. Regulations: Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.

1.3 SPECIFICATION FORMAT AND CONTENT

- A. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50-Division Master Format 2010 numbering system.
- B. The sections are placed in the Project Manual in numeric sequence; however, this sequence is not complete and the Table of Contents of the specifications must be consulted to determine the total listing of sections.
- C. The section title is not intended to limit the meaning or content of the section, nor to be fully descriptive of the requirements specified therein.
- D. The organization of the specifications shall not control the division of the work among subcontractors or establish the extent of work to be performed by any trade.
- E. Specifications use certain conventions regarding style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are:
 - Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable to maintain the context of the Contract Document indicated.
 - Imperative and streamlined language is generally used in the Specifications. Requirements expressed
 in the imperative mood are to be performed by the Contractor. Subjective language is used for clarity
 to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so
 noted.
 - 3. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

A. Except where Contract Documents include more stringent requirements, applicable construction industry standards shall apply as if bound into the Contract Documents to the extent referenced. Such standards are made part of Contract Documents by reference.

- B. Conform to reference standard by date of issue current on date for receiving bids except when a specific date is indicated.
- C. Where compliance with 2 or more standards is specified and where standards may establish different or conflicting requirements for quantities or quality levels, the more stringent, higher quality and greater quantity of work shall apply.
- D. The quantity or quality level shown or specified shall be the minimum provided or performed. Indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements.
- E. Each entity engaged in construction of the work is required to be familiar with industry standards applicable to its construction activity.
- F. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required activity, Contractor shall obtain copies directly from publication source.
- G. Trade associations names and titles of general standards are frequently abbreviated. Where such abbreviations are used in the Specifications or other Contract Documents, they shall mean the recognized trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the content of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.
- H. Refer to individual specification sections and related drawings for names and abbreviations of trade associations and standards applicable to specific portions of the work. In particular, refer to Division 23 for names and abbreviations applicable to mechanical work, and refer to Division 26 for names and abbreviations applicable to electrical work.
- The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 CODES AND STANDARDS

- A. Latest edition of pertaining ordinances, laws, rules, codes, regulations, standards, and others of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including but not limited to latest edition of those in the following listing.
 - 2013 California Building Standards Administrative Code (CBSAC), California Code of Regulations (CCR), Title 24, Part 1
 - 2013 California Building Code (CBC) California Code of Regulations (CCR) Title 24, Part 2
 - 2013 California Electrical Code (CEC) California Code of Regulations (CCR) Title 24, Part 3
 - 2013 California Mechanical Code (CMC) California Code of Regulations (CCR) Title 24, Part 4
 - 2013 California Plumbing Code (CPC) California Code of Regulations (CCR) Title 24, Part 5
 - 2013 California Energy Code, California Code of Regulations (CCR) Title 24, Part 6
 - 2013 California Fire Code (CFC) California Code of Regulations (CCR) Title 24, Part 9
 - 1990 State Fire Marshal Regulations California Code of Regulations (CCR) Title 19 (As amended to date)

(2012 International Building Code (IBC) with California amendments)

(2011 National Electric Code (NEC) with California amendments)

(2012 Uniform Mechanical Code (UMC) with California amendments)

(2012 Uniform Plumbing Code (UPC) with California amendments)

(2012 International Fire Code (IFC) with California Amendments)

- 2013 California Green Building Standards Code (CALGreen) California Code of Regulations (CCR) Title 24, Part 11.
- 2013 State Referenced Standards Code (CRSC)
 California Code of Regulations (CCR) Title 24, Part 12
- California Elevator Safety Code, California Code of Regulations (CCR) Title 8. (As amended to date)
- 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.

1.6 GOVERNING REGULATIONS/AUTHORITIES

- A. Authorities having jurisdiction have been contacted where necessary to obtain information for preparation of Contract Documents. Contact authorities having jurisdiction directly for information having a bearing on the work.
- Comply with all federal, state and local laws, ordinances, rules and regulations indicated and which bear on the conduct of the work.

2. PART 2 PRODUCTS

NOT USED

3. PART 3 EXECUTION

NOT USED

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SECTION 01 43 00

QUALITY ASSURANCE

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- Interpretation of requirements.
- B. Quality assurance and control of installation.
- C. Tolerances.
- D. Field samples.
- E. Mock-up.
- F. Manufacturers' field services and reports.

1.2 INTERPRETATION OF REQUIREMENTS

- A. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
- B. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation shall comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
- C. Where codes or specified standards indicate higher standards, more stringent tolerances or more precise workmanship than levels shown or specified, comply with most stringent requirements.
- Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
- E. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- F. Comply fully with manufacturers' instructions, including each step in sequence.
- G. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

H. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 TOLERANCES

- Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerance conflict with Contract Documents, request clarification from Architect before proceeding.
- Adjust products to appropriate dimensions; position before securing products in place.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been reviewed by Architect.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and other field services as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 15 days of observation to Architect for review.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

3.1 GENERAL INSTALLATION

A. Comply with requirements specified in Section 01 73 00.

3.2 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.3 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

SECTION 01 45 29

TESTING LABORATORY SERVICES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Selection and payment.
- B. Contractor submittals.
- C. Laboratory responsibilities.
- D. Laboratory reports.
- E. Limits on testing laboratory authority.
- F. Contractor responsibilities.
- G. Schedule of inspections and tests.
- H. Test and inspection form.

1.2 REFERENCES

- A. ASTM C140 Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
- B. ASTM D3740 Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. ASTM E329 Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- D. CBC California Building Code, Title 24, Part 2 of the California Code of Regulations (CCR).
- E. DSA Division of the State Architect, Office of Regulation Services, Structural Safety Section.
- F. IR Interpretation of Regulation Documents, Division of the State Architect.

1.3 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing as specified by Owner's testing laboratory.
- B. Owner will pay cost of testing and inspection except the following for which the Contractor shall reimburse the Owner through deductive change order:
 - 1. Any retesting and sampling required due to failure of original test.
 - Any testing and inspection required to be performed that requires testing laboratory or agency to perform services outside the state of California.
 - 3. Concrete design mix.
 - Additional testing expenses caused by failure of the Contractor to adhere to construction schedule or caused by failure of the Contractor to give proper advanced notice or caused by Contractor delay.
- C. Contractor shall employ and pay for services required to perform specified inspection and testing specified as Contractor responsibility.

D. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of ASTM E329 and ASTM D3740.
- B. Laboratory Staff: Maintain a full time registered engineer on staff to review services.
- C. Testing Equipment: Capable of performing tests required calibrated at reasonable intervals with devices acceptable to the National Bureau of Standards.
- D. All testing agency management, laboratory, and field supervisory personnel shall have at least five years experience in the inspection and testing of work and materials of construction.
- E. Testing laboratory shall maintain a current letter of acceptance issued by the Division of the State Architect (DSA) demonstrating that it has met the criteria established by the Division of the State Architect for performance of inspection work and testing of materials. Laboratory to furnish copy of acceptance letter upon request.

1.5 OWNER'S TESTING LABORATORY RESPONSIBILITIES

- Test samples of mixes submitted by Inspector.
- B. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
- F. Perform additional inspections and tests required by Architect.
- G. Attend preconstruction conferences and progress meetings when requested by Architect.

1.6 LABORATORY REPORTS

A. After each inspection and test, promptly submit within no more than 14 days of the date of the inspection or test one copy of laboratory report to Architect, Engineer, Owner's Resident Inspector, Division of the State Architect and to Contractor. Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately to the Architect, Engineer, Owner's Resident Inspector, Division of the State Architect and the Contractor.

B. Include:

- Date issued.
- 2. Project title and number.
- 3. Name of inspector.
- Date and time of sampling or inspection.
- 5. Identification of product and Specifications section.
- 6. Location in the Project.
- 7. Type of inspection or test.
- Date of test.

- 9. Ambient conditions at time of test or sample-taking.
- 10. Results of tests and interpretation of test results.
- 11. Professional opinion as to whether tested work is in conformance with Contract Documents.
- 12. Recommendations on retesting.
- C. Verification of Test Reports: Each testing agency shall submit to the Architect and the Division of the State Architect a verified report in duplicate covering all of the tests which were 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.

1.7 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Submit proposed mix designs to Architect for review in accordance with Section 03 30 00.
- B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- C. Notify Architect, Owner's Resident Inspector and testing laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
 - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to the Contractor's negligence.
 - The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture
 of material to be supplied by him under the Contract Documents, which must by terms of the Contract
 be tested, in order that the Owner may arrange for the testing of same at the source of supply.
 - 3. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.
- D. Employ and pay for services of Owner's testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with contract documents.

1.9 SCHEDULE OF INSPECTIONS AND TESTS BY OWNER'S TESTING LABORATORY

- A. Perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), Title 24, Part 2, of the California Code of Regulations (CCR).
 - 1. Foundations (Chapter 18A)
 - (a) Earth fill compaction 1803A.5.8
 - 2. Concrete (Chapter 19A)
 - (a) Concrete Inspection
 - (1) Portland Cement Tests 1913A.1

- (2) Reinforcing Bars 1705A.2.2.1.2, 1913A.2
- (3) Waiver of Reinforcing Bar Tests 1913A.2
- (4) Batch Plant Inspection 1705A.3.2
- (5) Waiver of Batch Plant Inspection 1705A.3.3
- (6) Frequency of Tests for Concrete 1905A.1.2
- (b) Concrete Quality
 - (1) Proportions of Concrete 1903A, 1904A, 1905A
- (c) Job Site Inspection
 - (1) Site Placement Inspection 1705A.3.5
- (d) Anchors in Concrete
 - (1) Drilled-In-Expansion Bolts or Epoxy-Type Anchors in Concrete 1913A.7

1.10 SCHEDULE OF INSPECTIONS AND TESTS BY CONTRACTOR

- A. Contractor Responsibility:
 - 1. Statement of Responsibility 1704A.4. Refer to listed special inspections under Article 1.9.
- B. Planting and Irrigation:
 - Testing as specified in Division 32 including, but not limited to; soils analysis and irrigation pressure testing.
- C. Plumbing:
 - 1. Testing as specified in Division 22 including, but not limited to: Sterilization, soil waste and vent, water piping, source of water, gas piping, downspouts and storm drains.
- D. Electrical
 - 1. Testing as specified in Division 26 including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.

1.11 INSPECTION BY THE OWNER

- A. An Inspector employed by the Owner in accordance with the requirements of the California Code of Regulations Title 24, Part 1 will be assigned to the work. His duties are specifically defined in Section 4-342 of Title 24, Part 1.
- B. The Owner and his representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- C. 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 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 Contractor from any obligation to fulfill this Contract. The presence of an Inspector shall in no way change, mitigate or alleviate the responsibility of the Contractor.

- D. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- E. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24, Part 2 of the California Code of Regulations or evidence that any material or construction does not conform to the requirements of Title 24, Part 2 of the California Code of Regulations, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

- 3.1 STRUCTURAL TEST AND INSPECTION FORM
 - A. Form DSA 103 attached.

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, telephone service, communication service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing. Water, erosion, pollution, noise and fire protection control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and temporary buildings.

1.2 SUBMITTALS

A. Moisture-Protection Plan:

- 1. Submit Moisture Protection Plan under provisions of Section 01 33 00.
- Describe procedures and controls for protecting materials and construction from moisture absorption and damage, including delivery, handling, and storage provisions for materials subject to moisture absorption or moisture damage, discarding moisture-damaged materials, protocols for mitigating moisture intrusion into completed Work, and replacing moisture damaged Work.
- 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, sawing and grinding, and describe plans for dealing with water and moisture from there operations.
- Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from Utility source.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
- C. Provide main service disconnect and over current protection at convenient location.
- D. Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.
- E. Permanent convenience receptacles may not be utilized during construction.

1.4 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations, observations, inspections, and traffic conditions.
- B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.
- E. Permanent building lighting may not be utilized during construction.

1.5 TELEPHONE SERVICE

A. Provide mobile telephone service for project superintendent for use when away from field office.

1.6 ELECTRONIC COMMUNICATION SERVICE

A. Provide minimum DSL electronic communication service, including electronic mail, in primary field office.

1.7 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required for construction operations. Contractor may obtain water from existing fire hydrant if appropriate clearances are acquired and fees paid.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.8 TEMPORARY SANITARY FACILITIES

- A. Provide temporary chemical type toilet facilities and enclosures.
- B. Maintain temporary toilet facilities in a sanitary manner.
- C. Existing facilities shall not be used.
- D. Facilities shall comply with the accessibility requirements of the CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Section 11B-201.4.

1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plant life and trees designated to remain and for soft and hardscape areas adjacent to work, replace damaged materials in kind.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.10 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks. Post fences and gates with no trespassing signs.

1.11 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Provide water barriers as required to protect site from running water.

1.12 EROSION AND SEDIMENT CONTROL

- A. Conform to Best Management Practices for erosion and sediment control and non-storm water management as defined in Sections 3 and 4 of the Construction Activity Handbook published by the Storm Water Quality Association.
- B. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- Minimize amount of bare soil exposed at one time.

- D. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- F. Coordinate construction activities with control procedures established in the Storm Water Pollution Prevention Plan (SWPPP).

1.13 TEMPORARY FIRE PROTECTION

- A. Maintain temporary fire protection facilities of the types needed until permanent facilities are installed.
- B. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
- C. Fire safety during construction shall comply with CFC California Fire Code (CCR) California Code of Regulations, Title 24, Part 9, Chapter 14.
- D. Store combustible materials in containers in fire-safe locations.
- E. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes.
- F. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

1.14 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.15 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Conform to Best Management Practices for waste management and material controls as defined in Section 4 of the Construction Activity Handbook published by the Storm Water Quality Association.
- C. Coordinate construction activities with control procedures established in the Storm Water Pollution Prevention Plan (SWPPP).

1.16 EXTERIOR ENCLOSURES

- A. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for materials, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons.
- B. Provide access doors with self-closing hardware and locks.

1.17 SECURITY

- Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.18 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Designated existing on-site roads can be used for construction traffic.
- C. Repair any damage caused to existing on-site and off-site roads that is caused by construction operations.

1.19 PARKING

A. Existing on-site parking areas may be used for construction personnel.

1.20 TRAFFIC CONTROL

- A. Comply with requirements of authorities having jurisdiction.
- B. Obtain all permits, provide all materials and maintain controls as required of authorities having jurisdiction.
- C. Maintain access for fire-fighting equipment and access to hydrants.

1.21 PROGRESS CLEANING

- A. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Provide walk-off mats at each building entry.

1.22 WASTE DISPOSAL

- A. Provide waste collection containers in sizes adequate to handle waste from construction operations.
- B. Maintain building areas free of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from site periodically and legally dispose of off site.
- D. Maintain site area in a clean and orderly condition.

1.23 FIELD OFFICES

- A. Office: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture drawing rack and drawing display table.
- B. Maintain daily janitorial service for offices. Maintain approach to office free of mud and water.
- C. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
- D. Provide separate private office, minimum of 120 sq. ft., similarly equipped and furnished, for use of Resident Inspector.
- E. When permanent facilities are enclosed with operable utilities, relocate offices into building, with written agreement of Owner, and remove temporary buildings.
- F. Facilities shall comply with the accessibility requirements of the CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Section 11B-201.4.

1.24 STORAGE AREAS AND SHEDS

A. Size to storage requirements for products of individual Sections. Allow for access and orderly provision for maintenance and for inspection of products.

1.25 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Maintain temporary equipment, facilities and controls until Substantial Completion or when use is no longer required.
- B. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion review.

- C. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- D. Clean and repair damage caused by installation or use of temporary work.
- E. Materials and facilities that constitute temporary facilities are property of the Contractor.
- F. Restore existing facilities used during construction to original condition.
- G. Restore permanent facilities used during construction to specified condition.
- H. Replace construction that cannot be satisfactorily restored.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

SECTION 01 61 00

PRODUCT REQUIREMENTS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Damage and restoration.

1.2 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Products specified or recycled from other projects are not considered new products.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. Provide products that comply with the Contract Documents, that are undamaged and are unused at the time of installation.
- E. Provide products complete with all accessories, trim, finish, safety guards and other devices and detail needed for a complete installation and for the intended use and effect.
- F. Where a specific manufacturer's product is specified as the basis of design, the designation shall establish the qualities relating to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for comparable products of other named manufacturers.
- G. Where products are specified by name or by manufacturer provide the product or manufacturer specified. No substitutions will be permitted unless made under the provisions of Section 01 25 13.
- H. Where specifications only describe a product or assembly by listing exact characteristics required, provide a product or assembly that provides the characteristics.
- Where specifications only require compliance with performance requirements, provide products that comply with those requirements.
- J. Where the specifications only require compliance with an imposed code, standard or regulation, provide a product that complies with the standards, codes or regulations specified.
- K. Where specifications require review and acceptance of a sample, the Architect's decision will be final on whether a proposed product sample is acceptable or not.
- L. Provide materials and products specified in the full range of color, texture and pattern for selection by Architect. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, Architect may select from any color range at no additional cost to Owner.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Schedule delivery to minimize long-term storage at site to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weather-tight, climate controlled enclosures.
- C. Store products in a manner that will not damage or overload project structure.
- D. For exterior storage of fabricated products, place on sloped supports, above ground.
- E. Provide off-site storage when site does not permit on-site storage .
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- J. Prevent the discharge of pollutants to storm water from storage of materials on-site using best management practice techniques defined in Chapter 4 of the Construction Activity Handbook published by the Storm Water Quality Task Force.

1.5 PROTECTION

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

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- F. Provide humidity and temperature control for installed products as recommended by materials manufacturer.
- G. Prohibit traffic from landscaped areas.

1.6 DAMAGE AND RESTORATIONS

- A. Damage to existing or new work whether accidental or not shall be restored or replaced as specified or directed by Architect.
- B. Restoration shall be equal to structural performance of original work.
- C. Finish shall match appearance of existing adjacent work.
- D. Work not properly restored or where not capable of being restored shall be removed and replaced.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

SECTION 01 73 00

EXECUTION REQUIREMENTS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General procedural requirements governing execution of the Work.
 - Construction layout.
 - Field engineering and surveying.
 - 3. General installation of products.

1.2 SUBMITTALS

- Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Certified Surveys: Submit two copies signed by land surveyor.
- Final Property Survey: Submit 2 copies showing the Work performed and record survey data.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: Existence and location of site improvements and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify existence and location of construction affecting the Work.
- B. Existing Utilities: Existence and location of underground and other utilities indicated as existing are not guaranteed. Before beginning work, investigate and verify existence and location of underground utilities affecting the Work.
 - 1. Before construction, verify location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and electrical services.
 - Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - Written Report: Where conditions detrimental to performance of the Work are encountered, provide a written report listing the following:
 - (a) Description of the Work.
 - (b) List of detrimental conditions, including substrates.
 - (c) List of unacceptable installation tolerances.
 - (d) Recommended corrections.

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- Verify compatibility with and suitability of substrates, including compatibility of existing finishes or primers.
- 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
- Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
- Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of need for clarification of Contract Documents, submit a Request For Information (RFI) to Architect. Include a detailed description of problem encountered, together with recommendations for resolution of the item discovered.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor, registered in the state of California to lay out the Work using accepted surveying practices.
 - Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Control datum for survey is that established by Owner provided survey.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

3.5 INSTALLATION

- General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - Maintain maximum headroom clearance in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

SECTION 01 73 29

CUTTING AND PATCHING

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore surfaces to original or specified conditions after installation of other work.

1.3 REGULATORY REQUIREMENTS

A. Unless specifically shown on the drawings, no structural member shall be cut, drilled, or notched without prior written authorization from the Architect.

1.4 SUBMITTALS

- A. Submit written request in advance of cutting or patching which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.

B. Include in request:

- 1. Identification of Project.
- Location and description of affected work.
- 3. Necessity for cutting or patching.
- 4. Description of proposed work, and Products to be used.
- 5. Alternatives to cutting and patching.
- Effect on work of Owner or separate contractor.
- 7. Written permission of affected separate contractor.
- Date and time work will be executed.

1.5 QUALITY ASSURANCE

- A. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Do not cut or patch operating elements that would reduce their capacity to perform or that would result in increased maintenance or decreased operational life or safety.

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- C. Do not cut or patch construction that would result in visual evidence of cutting or patching.
- D. Remove and replace construction that has been cut or patched in a visually unsatisfactory manner.

2. PART 2 PRODUCTS

2.1 MATERIALS

- Primary Products: Those required for original installation.
- B. Substitutions: Under provisions of Section 01 25 13.

3. PART 3 EXECUTION

3.1 EXAMINATION

- Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.

3.3 CUTTING AND PATCHING

- Execute cutting, fitting, and patching to complete Work.
- B. Fit Products together, to integrate with other work.
- C. Uncover work to install ill timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical work.
- G. Cut rigid materials using saw or drill. Pneumatic tools not allowed without prior approval.

3.4 PERFORMANCE

- A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ skilled and experienced installer to perform cutting and patching.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- D. Restore work with new Products in accordance with requirements of Contract Documents.
- E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.

G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.5 CLEANING

- A. Clean areas and spaces where cutting and patching was performed.
- B. Completely remove paint, mortar, oils, sealant, and similar materials.

SECTION 01 77 00

CLOSEOUT PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- Closeout Procedures.
- B. Final Cleaning.
- C. Pest Control.
- D. Adjusting.
- E. Demonstration and Instructions.
- F. Project Record Documents.
- G. Operation and Maintenance Data.
- H. Warranties.
- Spare Parts and Maintenance Materials.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Prepare and submit to Architect a list of items to be completed or corrected, the value of the items on the list, and reasons why the Work is not complete.
- C. Submit written request to Architect for review of Work.
- D. Submit warranties, bonds, service agreements, certifications, record documents, maintenance manuals, receipt of spare parts and similar closeout documents.
- E. Make final changeover of permanent locks and deliver keys to Owner.
- F. Terminate and remove temporary facilities from Project site.
- G. Advise Owner of change over in heat and other utilities.
- H. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- I. Submit affidavit of payment of debts and claims, AIA Document G706.
- J. Submit affidavit of release of liens, AIA Document G706A.
- K. Submit consent of contractors surety to final payment, AIA Document G707.
- Owner will occupy portions of the building as specified in Section 01 11 00.

1.3 REGULATORY REQUIREMENTS

A. Provide final verified reports required by Section 39151 and 81141 of the Education Code in the manner prescribed by Title 24, Part 1, Section 4-336 and 4-343 in compliance with DSA Procedure: Project Certification Process PR 13-02.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final review by Architect.
- B. Employ experienced professional cleaners for final cleaning.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- E. Leave project clean and ready for occupancy by Owner.

1.5 PEST CONTROL

A. Engage an experienced, licensed exterminator to make final inspection and rid Project of rodents, insects, and other pests. Submit final report to Architect.

1.6 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.7 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products, systems, and equipment to Owner's personnel two weeks prior to date of final review.
- B. For each demonstration submit list of participants in attendance.
- C. Provide two copies of video tape of each demonstration and instructions session.
- For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work in contrasting color.
 - Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- Record information concurrent with construction progress.

- D. Specifications: Legibly mark and record at each Product Section in contrasting color ink, description of actual Products installed, including the following:
 - Manufacturer's name and product model and number.
 - 2. Supplier and installer's name and contact information.
 - 3. Changes made by Addenda and Modifications.
- E. Contract Drawings and Shop Drawings: Legibly mark each item in contrasting color ink to record actual construction including:
 - Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - Details not on original Contract Drawings.
 - 5. Revisions to electrical circuitry and locations of electrical devices and equipment.
 - 6. Note change orders, alternate numbers, and similar information, where applicable.
 - 7. Identify each record drawing with the written designation of "RECORD DRAWING" located in prominent location.
- F. Record Digital Data Files: Immediately before inspection for Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 4. Refer instances of uncertainty to Architect through Construction Manager for resolution.
 - 5. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - (a) Refer to Section 01 33 00 "Submittal Procedures" for requirements related to use of Architect's digital data files.
 - (b) Architect will provide data file layer information. Record markups in separate layers.
- G. Final Property Survey: Under the provisions of Section 01 73 00.
- H. Record Construction Schedule: Under the provisions of Section 01 32 16.
- I. Submit documents to Architect at time of Substantial Completion.
- 1.9 OPERATION AND MAINTENANCE DATA
 - A. Summary:
 - Organize operation and maintenance data with directory.

- 2. Provide operation and maintenance manuals for products, systems, subsystems, and equipment.
- Refer to Divisions 02 thru 49 for specific operation and maintenance manual requirements for the Work in those Divisions.
- B. Submit two sets prior to final review, bound in 8-1/2 inch x 11 inch, three ring D size binders with durable vinyl covers.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with laminated plastic tabs.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineers, Contractor, subcontractors, and major equipment suppliers and manufacturers.
- F. Part 2: Operation and maintenance instructions, arranged by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Performance and design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Start-up procedures.
 - 5. Shutdown instructions.
 - 6. Normal operating instructions.
 - Wiring diagrams.
 - 8. Control diagrams.
 - Maintenance instructions for equipment and systems.
 - 10. Maintenance instructions for finishes, including recommended cleaning methods and materials.
- G. Part 3: Project documents and certificates, including the following:
 - 1. Shop drawings and product data.
 - 2. Air and water balance reports.
 - Certificates.
 - 4. Warranties.

1.10 WARRANTIES

- A. Commencement of warranties shall be date of Substantial Completion.
- B. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- C. Provide duplicate notarized copies in operation and maintenance manuals.
- D. Each prime contractor is responsible for warranties related to its own contract.

- E. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- F. Provide Table of Contents and assemble in binder with durable plastic cover.
- G. Submit prior to final Application for Payment.
- H. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on the work that incorporates the products.
- I. Manufacturer's disclaimer and limitations on product warranties do not relieve suppliers, manufacturer's, and subcontractors required to countersign special warranties with Contractor.
- J. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- K. When work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- L. Upon determination that Work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the Contract Documents.

1.11 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed.
- C. Obtain signed receipt for delivery of materials and submit prior to request for final review by Architect.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

SECTION 05 52 00

METAL RAILINGS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Steel tube handrails, balusters, and fittings.

1.2 REFERENCES

- A. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.
- B. ASTM A36 Specifications for Structural Steel.
- C. ASTM A123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- D. ASTM A269 Seamless and Welded Austentitic Stainless Steel Tubing for General Service.
- E. ASTM A500 Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- F. ASTM E985 Permanent Metal Railing Systems and Rails for Buildings.
- G. AWS D1.1 Structural Welding Code Steel.
- H. AWS D1.2 Structural Welding Code Aluminum.
- AWS D1.6 Structural Welding Code Stainless Steel.
- NAAMM Metal Finishes Manual.
- K. CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- L. SSPC The Society for Protective Coatings.

1.3 DESIGN REQUIREMENTS

- A. Design, engineer, fabricate and install railing assembly, wall rails, and attachments to resist force of 200 lbs applied in any direction at any point on the rail without damage or permanent set.
- B. Conform to CBC, California Building Code, (CCR) California Code of Regulations, Title 24, Part 2 and the 2010 ADA Standards for Accessible Design for accessibility requirements.
- C. Fabricate railing assembly, wall rails, and attachments to ASTM E985 requirements.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.

1.5 FIELD MEASUREMENTS

Verify that field measurements are as indicated on Drawings.

2. PART 2 PRODUCTS

2.1 STEEL RAILING SYSTEM

- A. Rails and Posts: ASTM A500, Grade B, 1-1/2 inch diameter steel tubing, 3/16 inch wall thickness, welded joints with steel inserts for casting in concrete.
- B. Structural Plates, Shapes, and Bars: ASTM A36.
- C. Fittings: Elbows, T-shapes, flanges, escutcheons; machined steel.
- D. Splice Connectors: Steel welding collars.
- E. Welding Materials: AWS D1.1.

2.2 FABRICATION

- A. Fit and shop assemble components in largest practical sizes, for delivery to site.
- B. Fabricate components with joints tightly fitted and secured.
- C. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- E. Continuously seal joined pieces by continuous welds in accordance with AWS requirements.
- F. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- G. Accurately form components to suit ramps, stairs and landings, to each other.

2.3 FINISHES

- Apply bituminous paint to separate dissimilar metals and metal surfaces in contact with cementitious materials.
- B. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- C. Do not prime surfaces in direct contact with concrete or where field welding is required.
 - D. Galvanizing: 1.25 oz/sq ft zinc coating in accordance with ASTM A123.
 - E. Touch-Up Primer for Galvanized Surfaces: SSPC 20.

3. PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- Beginning of installation means erector accepts existing conditions.

3.2 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete and embedded in masonry with setting templates, to appropriate Sections.

3.3 INSTALLATION

- A. Install components plumb and level, accurately fitted, free from distortion or defects.
- B. Provide anchors required for connecting railings to structure. Anchor railing to structure.
- C. Field weld anchors as indicated on Drawings. Grind welds smooth. Touch-up welds with primer.
- D. Conceal bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.
- E. Extend handrail at top of stairs a minimum of 1'-0" past face of riser. Extend handrail at bottom of stairs a minimum distance of 1'-0" plus depth of one stair tread. The 1'-0" handrail extensions to be level and parallel with the landing surface.
- F. Extend handrails at top and bottom of ramps a minimum of 1'-0". The 1'-0" handrail extensions to be level and parallel with the landing surface.

SECTION 10 14 00

SIGNAGE

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Metal signs.

1.2 REFERENCES

- A. CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.
- B. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.

1.3 REGULATORY REQUIREMENTS

A. Conform to CBC - California Building Code, (CCR), Title 24, Part 2 and the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design for accessibility requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and protect products to site under provisions of Section 01 61 00.
- B. Package signs, labeled in name groups.

2. PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Metal and Traffic Signs:
 - 1. Four S Company, (877) 597-1288. No URL available.
 - 2. Signs and Lucite Products, Inc., www.signscalifornia.com
 - 3. Signtec, www.signtec.com.
 - 4. Traffic Control Service Inc., www.trafficmanagement.com.
 - 5. Substitutions: Under provisions of Section 01 25 13.

2.2 MANUFACTURED UNITS

A. Traffic Signage:

- Van Parking Stall: 12 inch x 18 inch 0.080 inch thick aluminum accessible sign in accordance with CBC, California Building Code, (CCR), Title 24, Part 2, Section 11B-502.6 and 11B-703.7.2.1 with separate 12 inch wide x 4 inch high sign with "Van-Accessible" wording and additional language below symbol of accessibility that states "Minimum Fine \$250.00." Mount on 2 inch diameter standard weight galvanized steel pipe post.
- Auto Parking Stall: 12 inch x 18 inch 0.080 inch thick aluminum accessible sign in accordance with CBC, California Building Code, (CCR), Title 24, Part 2, Section 11B-502.6 and 11B-703.7.2.1 with additional language below symbol of accessiblity that states "Minimum Fine \$250.00." Mount on 2 inch diameter standard weight galvanized steel pipe post
- 3. Drive Approach: 18 inch x 24 inch 0.080 inch thick aluminum tow-away sign with local address and police phone number in accordance with CBC, California Building Code, (CCR), Title 24, Part 2, Section 11B-502.8.1. Mount on 2 inch diameter standard weight galvanized steel pipe post.

4. Passenger Loading Zone: 12 inch x 18 inch 0.080 inch thick aluminum accessible sign in accordance with CBC, California Building Code, (CCR), Title 24, Part 2, Section 11B-503.6 and 11B-703.7.2.1. Mount on 2 inch diameter standard weight galvanized steel pipe post.

3. PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means installer accepts existing surfaces.
- C. Clean and polish.

3.2 INSTALLATION - GENERAL

- Install in accordance with manufacturer's instructions.
- B. Install true, plumb, level and adequately secured to substrate.
- C. Clean and polish.

SECTION 31 20 00

EARTH MOVING

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Top soil excavation.
- B. Site rough grading.
- C. Excavation for pavements and site structures.
- D. Consolidation and compaction.
- E. Fill for overexcavation.
- F. Utility trenches, backfill and compaction.
- G. Subgrade preparation of pavement areas.
- H. Finish grading.
- Erosion and sedimentation control measures.

1.2 REFERENCES

- A. CBC California Building Code, Title 24, Part 2, Chapter 18A and Appendix J.
- B. Riverside County Code.
- C. City of Murrieta Dust Control Ordinance.
- D. Storm Water Quality Association Stormwater Best Management Practice Handbook (BMP Handbook) Construction Edition.
- E. ASTM C136 Method for Sieve Analysis of Fine and Coarse Aggregates.
- F. ASTM D448 Sizes of Aggregate for Roadway and Bridge Construction.
- G. ASTM D1556 Test Method for Density of Soil in Place by the Sand-Cone Method.
- H. ASTM D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.
- ASTM D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods. (Shallow Depth).
- J. ASTM D2937 Test Method for Density of Soil in Place by the Drive-Cylinder Method.
- K. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Submit samples under provisions of Section 01 33 00.
- B. Submit 10 lb. sample of each type of fill to testing laboratory in air-tight containers.
- C. Submit name of imported materials source. Provide materials from same source throughout the work. Change of source requires Architect's approval.

D. Submit test reports under provisions of Section 01 45 29.

1.4 PROJECT RECORD DOCUMENTS

- Submit documents under provisions of Section 01 77 00.
- Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

1.5 QUALITY ASSURANCE

- A. Comply with California Building Code (CBC), Title 24, Part 2, Chapter 18A and Appendix J.
- B. Comply with Riverside County Code.
- C. Comply with City of Murrieta Dust Control Ordinance.
- D. Perform best management practice dust control techniques for given site conditions as defined in Section 3 of the Storm Water Best Management Practice Handbook, (BMP Handbook) Construction Edition.

1.6 FIELD CONDITIONS

- A. Verify that survey benchmark and intended elevations for the work areas are as indicated.
- Notify Architect of unexpected subsurface conditions and discontinue work in area affected until notified to resume work.
- C. Perform site assessment to identify any contaminated soils which may occur on site.

1.7 PROTECTION

- Protect trees, shrubs, lawns, and other features remaining as portion of final landscaping.
- B. Protect bench marks, fences, roads, sidewalks, paving, and curbs.
- Underpin adjacent structures, including utilities and pipe chases, which may be damaged by excavation work.
- D. Protect above or below grade utilities which are to remain.
- E. Barricade open excavations and post warning lights. Operate lights from dusk to dawn.
- F. Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- G. Repair or replace all damage.

2. PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Existing Subsoil: Excavated and re-used material, graded free of lumps and rocks larger than 3 inches in any dimension.
- B. Imported Subsoil: Non-expansive predominantly granular soils such as a silty sand, free of lumps and rocks larger than 3 inches in any dimension, and debris. Expansion index less than 20, and no more than 50 percent of the material shall pass a No. 200 sieve. Material shall contain sufficient fines (binder) to result in a stable subgrade.
- Existing Topsoil: Excavated and re-used material, graded free of roots, rocks larger than one inch, subsoil, debris and large weeds.

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- D. Imported Topsoil: Friable loam, free of subsoil, roots, grass, excessive amounts of weeds, stones and foreign matter; acidity range (ph) of 5.5 to 7.5; containing an amount of organic matter normal to the region.
- E. Sand: Natural river or bank sand: Free of silt, clay, loam, friable or soluble materials or organic matter, graded in accordance with ASTM C136, all passing the No. 4 sieve and only 5 percent passing the No. 200 sieve.
- F. Gravel: Coarse aggregate; free of clay, shale and organic matter; ASTM D448, grading size 6 with 100 percent passing a 1 inch sieve and not more than 5 percent passing a No. 4 sieve.
- G. Pea Gravel: Natural Stone; washed, free of clay, slate, organic matter, graded in accordance with ASTM C136, 1/4 inch to 5/8 inch.
- H. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, graded in accordance with ASTM C136, with 100 percent passing a 1-1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
- I. Crushed Stone Base: Permeable base meeting California Department of Transportation 3/4 inch Permeable Class II Base designation according to the following gradation:

Mesh Size	% Passing
1 inch	100
3/4 inch	90-100
3/8 inch	40-100
#4	25-40
#8	18-33
#30	5-15
#50	0-7
#200	0-3

- J. Concrete: Structural concrete conforming to Section 03 30 00 with a compressive strength of 2,000 psi for fill to correct over-excavation.
- K. Materials (existing and import) shall be free of any toxic materials listed (by the federal or state EPA or federal or state health agencies) as hazardous material.
- L. Materials (existing and import) are subject to the approval of the Soils Engineer for use in the project.
- M. Provide imported materials when sufficient satisfactory soil materials are not available from on site sources.

2.2 EQUIPMENT

A. Equipment: Capable of excavating subsoil, mixing and placing materials, wetting, consolidation, grading, and compaction of material.

3. PART 3 EXECUTION

3.1 INSPECTION

- A. Verify agreement of existing site conditions with indicated conditions.
- B. Notify Architect of discrepancies found.
- Beginning work of this Section constitutes acceptance of existing conditions.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Notify utility company and pay all costs to remove and relocate utilities.
- F. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Architect.

3.3 EROSION AND SEDIMENTATION CONTROL

- A. Provide erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during earthwork operations.

3.4 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded.
- B. Stockpile in area designated on site.
- C. Stockpile topsoil to depth not exceeding 8 feet. Place, grade, and shape stockpile for proper drainage.

3.5 GRADING

- A. Uniformly grade areas within limits of grading including adjacent transition areas.
- B. Make such cuts or fills as may be required to bring subgrade to elevations shown and to tolerances specified.
- C. Plow or otherwise break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond to existing surface.
- D. Where grades are not indicated, grade uniformly level or slope between points for which elevations are given.
- E. In absence of more specific grading information, slope ground away from building for a distance of 20 feet at 2 percent.
- F. Make grade changes gradual. Blend slope into level areas.
- G. Compact each layer of fill to required density.

3.6 EXCAVATION FOR PAVEMENTS

- A. Cut surface under pavements to comply with cross-sections, elevations, and grades as shown, to subgrade elevations required and to grade tolerances specified.
- B. In Existing Grass Areas: If not removed by proposed design grades, a minimum of 18-inches below existing grade or 12 inches below design grades should be removed and replaced with low expansive soils (EI<51) and R-value of at least 20.

- C. In Existing Flatwork/AC/PCC Areas: After removal of existing flatwork/pavement, the exposed surface should be scarified to a minimum depth of 8-inches, moisture conditioned and recompacted using heavy compaction equipment to an unyielding condition. A minimum of 12-inches over-excavation may be required below existing grade and replaced with low expansive soils (EI<51) and R-value of at least 20 if found to be clayey sand (CL/SC) as described above.</p>
- D. After removal/overexcavation, scarify subgrade below excavations to a depth of 8 inches, moisture-condition to optimum moisture content and compact as specified.

3.7 TRENCH EXCAVATION

- Excavate subsoil required to accommodate storm sewer, water, electric conduits.
- B. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 8 inch clearance on both sides of the pipe.
- C. Excavate trenches to depth indicated or required to establish indicated slope and invert elevations.
- D. Depth of excavations on the exterior of the building shall provide for the minimum coverage above the top of the pipe, conduit, or tank measured from the lowest adjacent finish grade, as follows unless otherwise indicated on the Drawings:

1.	Steel Pipe and Conduit	24 inches
2.	Copper Water Tube	18 inches
3.	Cast-Iron, Pressure Pipe	36 inches
4.	Plastic Pipe (other than waste)	30 inches
5.	Plastic Waste Pipe	24 inches
6.	Soil, Sewer & Storm Drain	18 inches
7.	Irrigation Pipe (pressure)	24 inches
8.	Irrigation Pipe (non-pressure)	12 inches

- E. For pipe or conduit less than 4 inches in nominal size, do not excavate beyond indicated depths. Hand-excavate bottom to accurate elevations and support pipe or conduit on undisturbed soil.
- F. For pipe or conduit, 4 inches and larger, carry excavation 4 inches below required elevation and backfill with sand bedding to support pipe or conduit.
- G. Hand trim excavation. Remove loose material.
- H. Excavation cut not to interfere with bearing splay of foundations.
- At each pipe joint dig bell hole to relieve pipe bell of loads and to ensure continuous bearing of pipe on bearing surface.
- J. Remove lumped subsoil, boulders and rock up to 1/3 cu yd measured by volume. Replace with sand bedding material and compact as specified.

3.8 STORAGE OF EXCAVATED MATERIALS

- Stockpile excavated materials in designated on-site area.
- B. Segregate excavated materials based upon intended use.
- C. Place, grade, and shape stockpile for proper drainage.

- D. Locate stockpile away from edge of excavations.
- E. Do not stockpile materials within drip line of trees.

3.9 UNAUTHORIZED EXCAVATION

- A. Correct unauthorized excavation at no cost to Owner.
- B. Backfill excavation to correct elevation with concrete or approved fill material compacted as specified.

3.10 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Machine slope banks to angle of repose or less.
- C. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
- E. Provide shoring and bracing in good serviceable condition.
- F. Extend shoring and bracing as excavation progresses.
- G. Maintain shoring and bracing in excavations regardless of time period excavation will be open.

3.11 DEWATERING

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
- B. Grade top perimeter of excavations to prevent surface water from draining into excavations.
- C. Do not allow water to accumulate in excavations.
- Remove water to prevent softening of foundation bottoms and soil changes detrimental to stability of subgrades.
- E. Provide and maintain pumps, well points, sumps, suction and discharge lines and other components necessary to convey water away from excavations.
- F. Establish and maintain temporary drainage ditches and other diversions to convey rain water and water removed from excavations to runoff areas.
- G. Do not use trench excavations as temporary ditches.

3.12 BEDDING OF TRENCHES

- A. Support pipe and conduit during placement and compaction of bedding fill.
- B. Place a minimum of 4 inches of sand bedding beneath all piping and conduit 4 inches in diameter and larger.
- C. Place a minimum of 12 inches of sand bedding above all piping and conduit.
- D. Compact sand bedding to density required.

3.13 BACKFILLING

- A. Backfill excavations as promptly as work permits, but not until the following has been completed:
 - Acceptance of subgrade.
 - 2. Inspection, testing, approval and record documentation of location of underground utilities.
 - Removal of concrete formwork.
 - 4. Backfill of voids in subgrade with satisfactory materials.
 - 5. Removal of trash and debris.
 - 6. Installation of bedding material.
- B. Compact subgrade to density requirements for subsequent backfill.
- Backfill to contours and elevations required.
- Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen
 or spongy subgrade surfaces.
- E. Place and compact fill material in continuous layers not exceeding specified compacted depth for each layer.
- F. Employ a placement method that does not disturb or damage utilities in trenches.
- G. Before placing successive layers, all ruts, and other hollows more than 6 inches in depth shall be regraded and compacted.
- H. Maintain optimum moisture content of backfill materials.
- I. Remove and replace or scarify and air dry subgrade or fill material that is too wet to permit compaction to required density.

3.14 PLACING TOPSOIL

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of one inch in size.
- B. Remove subsoil contaminated with petroleum products.
- C. Scarify subgrade to depth of 12 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil. Remove all rocks larger than one inch in size.
- D. Place topsoil in areas where planting is scheduled.
- E. Use topsoil in relatively dry state. Place during dry weather.
- F. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- G. Remove stones, roots, grass, weeds, debris, and foreign material while spreading.
- H. Manually spread topsoil around trees, plants, and building to prevent damage.
- Lightly compact placed topsoil.

- J. Place compacted topsoil thicknesses for the following various locations:
 - 1. Grass, Sod:

4 inches.

2. Shrub Beds:

18 inches.

3.15 COMPACTION

- A. Control soil compaction during construction providing density specified for each area classification.
- B. Place and compact fill materials in continuous layers of not more than 6 inch thick compacted depth.
- C. Provide not less than the specified percentages of density of soil material compacted at optimum moisture content, for each layer of soil material in place.
- D. When existing ground surfaces have a density less than that specified for a particular area classification, scarify existing surface to a depth of 12 inches, moisture-condition to optimum moisture content and compact to required percentage of maximum density.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Moisture content shall be uniform throughout all layers. Add necessary moisture or aerate soil material at borrow source if it is not possible to obtain uniform moisture content at soil surface at time of placement.
- G. When moisture content and condition of each soil layer is satisfactory compact soils to specified density.
- H. Compaction of free draining material such as gravel shall be by treads of crawler type tractor, surface vibrator, smooth or pneumatic roller, hand or power tampers.
- Compaction of soils by use of water jetting or puddling is not an acceptable procedure.
- J. Correct improperly compacted areas or layers as directed by Architect if soil density tests indicate inadequate compaction.

3.16 DISPOSAL OF EXCESS AND WASTE MATERIAL

- A. Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of legally off site.
- B. Remove surplus backfill materials from site and dispose of legally off site.
- C. Remove surplus topsoil materials from site and dispose of legally off site.
- D. Leave material stockpile areas completely free of excess materials.

3.17 PROTECTION OF WORK

- A. Protect finished work under provisions of Section 01 61 00.
- B. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.
- C. Protect bottom of excavations from freezing, water saturation, and disturbance.

3.18 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 45 29.
- Allow testing service to inspect, test, and approve each subgrade and fill layer before further backfill or construction work is performed
- C. Laboratory tests and analysis of fill material will be performed in accordance with ASTM D1557 and with Section 01 45 29.

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- D. In place site tests and analysis of fill material will be performed in accordance with ASTM D1556, ASTM D2937 or ASTM D2922, and with Section 01 45 29.
- E. In place site moisture tests will be performed in accordance with ASTM D3017.
- F. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

3.19 GRADING TOLERANCES

- A. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevation.
- B. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
- C. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1/2 inch above or below required subgrade elevation.

3.20 MAINTENANCE

- A. Protect newly graded areas. Keep free of trash and debris.
- B. Provide erosion control methods to prevent erosion.
- C. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances and density.
- D. Where completed areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- E. Where settling occurs, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface finish to match adjacent work and eliminate evidence of restoration.

3.21 PLACEMENT SCHEDULE

A. Grass Areas:

- 1. Subsoil fill, existing or import, to subgrade elevation, compact to 90 percent.
- 2. Cover with topsoil, existing or import, to finish grade elevation, compact to 90 percent.

B. Planted Areas:

- 1. Subsoil fill, existing or import, to subgrade elevation, compact to 90 percent.
- Cover with topsoil, existing or import, to finished grade elevation, lightly tamped.

C. Asphalt Paving:

- Subsoil fill, existing or import, to subgrade elevation, compact to 95 percent.
- 2. Cover with aggregate base.

D. Concrete Paving:

- Subsoil fill, existing or import, to subgrade elevation, compact to 95 percent.
- 2. Cover with aggregate base.

- E. Concrete Walks, Curbs, and Gutters:
 - 1. Subsoil fill, existing or import, to subgrade elevation, compact to 95 percent.
- F. Fill to Correct Overexcavation:
 - 1. Lean concrete of minimum compressive strength as specified.
 - 2. Subsoil fill, to required elevation, compact to 90 percent.
- G. Utility Trenches on Exterior of Building:
 - 1. Sand bedding to 12 inches above pipe, compact to 95 percent.
 - 2. Existing subsoil fill, compact to 95 percent.

SECTION 32 12 16

ASPHALT PAVING

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Weed Killer.
- B. Prepared base.
- C. Headers and stakes.
- D. Asphaltic concrete paving.
- E. Surface sealer.
- F. Pavement striping.
- G. Concrete wheel stops.

1.2 REFERENCES

- A. ASTM D979 Standard Practice for Sampling Bituminous Paving Mixtures.
- B. ASTM D2041 Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures.
- C. ASTM D2726 Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
- D. ASTM D2950 Standard Test Method for Density of Bituminous Concrete In Place by Nuclear Methods.
- E. ASTM D3549 Standard test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
- F. Southern California Chapter, American Public Works Association Standard Specifications for Public Works Construction.
- G. Redwood Inspection Service Standard Specifications for Grades of California Redwood Lumber.
- H. Storm Water Quality Association Storm Water Best Management Practice Handbook (BMP Handbook) Construction Edition.
- I. TAI (The Asphalt Institute) Manual Series No. 2 (MS-2).

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with Standard Specifications for Public Works Construction.
- B. Mixing Plant: Conform to State of California standards.
- C. Obtain materials from same source throughout.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when base surface temperature is less than 40 degrees F.
- B. Perform asphalt paving waste management techniques as defined in Section 4 of the Storm Water Best Management Practice Handbook, (BMP Handbook) Construction Edition.

2. PART 2 PRODUCTS

2.1 AGGREGATES

- A. Provide aggregates consisting of crushed stone, gravel, sand, or other sound, durable mineral materials processed and blended, and naturally combined.
- B. Granular base aggregate: In accordance with Section 200-2.2 of Standard Specifications for Public Works Construction.
- C. Granular base aggregate maximum size:
 - Base courses over 6 inch thick: 1-1/2 inches.
 - 2. Other base courses: 3/4 inches.
- D. Aggregates for asphaltic concrete paving: In accordance with Section 203.6.2.2. of Standard Specifications for Public Works Construction.

2.2 WEED KILLER

- A. Commercial chemical for weed control, registered by EPA. Dry, free-flowing, dust-free chemical compound, nonflammable, not creating a fire hazard when applied in accordance with the manufacturer's recommendations, soluble in water, and capable of being spread dry or in solution.
- B. Weed Killer products:
 - Oust: E.I. Dupont de Nemours and Co., www.dupont.com.
 - 2. Casoron 4G: Uniroyal Chemical Co., Inc., www.cromptoncorp.com.
 - 3. Substitutions: Under provisions of Section 01 25 13.

2.3 HEADERS AND STAKES

- A. Headers: Construction heart grade redwood in compliance with the Standard Specifications for Grades of California Redwood Lumber.
- B. Stakes: Redwood of grade specified for headers.
- C. Nails: Common, galvanized, 12d minimum.

2.4 CONCRETE WHEEL STOPS

- A. Prefabricated 5-1/2 inch high x 7-1/2 inch wide x 48 inch long, 3,500 psi concrete wheel stop.
- B. Chamfer corners and provide holes for anchoring to substrate.
- B. Pre-drill parking stops for two dowel anchors.
- C. Dowels: Galvanized steel, 1/2 inch diameter, minimum 12 inch length.
- D. Substitutions: Under provisions of Section 01 25 13.

2.5 PAVEMENT STRIPING PAINT

A. Vinyl emulsion type, white color, except at accessible parking spaces, provide blue color. Blue color to be equal to Color 15090 in accordance with Federal Standard 595C. Color of play pad markings shall be as indicated.

B. Striping products:

- 1. W801 Vin-L-Stripe Traffic Paint, manufactured by Dunn-Edwards, www.dunnedwards.com.
- 2. 506 Traffic Line Paint-Vinyl, manufactured by Frazee, www.frazeepaint.com.
- 3. Substitutions: Under provisions of Section 01 25 13.

2.6 ASPHALTS

A. Comply with provisions of Standard Specifications for Public Works Construction, Section 203-1:

1. Paving asphalt

PG-64-10

2. Tack coat

SS-1h

2.7 ASPHALTIC PAVING MIX

A. Provide hot plant mixed asphaltic concrete paving materials in accordance with Section 203-6 of Standard Specifications for Public Works Construction:

1. Base Course Mix

В

2. Parking and Drive Area Mix

C2

3. Hardscape Play Area Mix

: D2

B. Asphalt concrete paving mix to have 5 to 7 percent asphalt cement content by weight in accordance with TAI Publication MS-2.

2.8 SEAL COAT

- A. Hardscape Play Areas: Guardtop manufactured by Vulcan Materials Company, www.vulcanmaterials.com.
- B. Parking Lot and Drive Areas: Emulsified asphalt and mineral aggregate mix complying with Section 203-9 of Standard Specifications for Public Works Construction, using Type SS-1h asphalt emulsion.
- C. Substitutions: Under provisions of Section 01 25 13.

3. PART 3 EXECUTION

3.1 INSPECTION

- A. Verify compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

- Apply weed killer to entire area to be paved. Follow manufacturer's application directions.
- B. Install headers and stakes to achieve arrangement of paving shown on the Drawings.

3.3 PLACEMENT OF GRANULAR BASE COURSE

- A. Spread granular base material to compacted thickness shown on the Drawings. Compact to 95 percent.
- B. Thickness tolerance: Minus 0.0 inch to plus 0.5 inch.

- C. Smoothness tolerance: 3/8 inch in 10 feet.
 - Deviations: Correct by removing materials, replacing with new materials, and reworking and recompacting as required.
- D. Moisture content: Only the amount needed to achieve the specified compaction.

3.4 PLACEMENT OF ASPHALTIC CONCRETE FINISHED PAVING

- A. Remove all loose materials from compacted base.
- B. Adjust frames and covers, if so required, to meet final grades.

C. Tack Coat:

- 1. Apply tack coat at the rate of 0.05 to 0.10 gallon per square yard to all existing pavement, curbs, gutters, manholes, and the like immediately before asphalt concrete is placed.
- 2. Avoid smearing adjacent surfaces. Remove spillage and clean affected areas.

D. Spreading Asphaltic Concrete Materials:

- Spread material in a manner which requires the least handling.
- 2. Spread asphalt concrete to compacted thickness shown on drawings.
- 3. Where thickness of asphalt concrete paving will be 3 inches or less, spread in one layer.
- Where thickness of asphalt concrete paving will be more than 3 inches, spread in two layers. Surface course shall be a minimum of 1 inch thick.
- 5. Prime asphalt surface between layers.
- 6. Offset layers of paving a minimum of 6 inches.

E. Rolling:

- After material has been spread to proper depth, roll until the surface is hard, smooth, unyielding, and true to the thickness and elevations shown.
- 2. Roll in at least two directions until no roller marks are visible.

F. Compacting:

 Average density according to ASTM D2041 to be 92 percent but not less than 90 percent and not more than 96 percent.

3.5 TOLERANCES

- Free from birdbaths.
- B. Flatness, Parking Lot, and Drive Areas: Maximum variation of 1/8 inch in 6 feet.
- C. Flatness, Hardscape Play Areas: 1/8 inch in 10 feet.
- D. Compacted Thickness: Within 1/4 inch.
- E. Variation from True Elevation: Within 1/2 inch.

3.6 REPAVING

- A. Where existing pavement is cut, removed, or disturbed, existing pavement shall be saw cut.
- B. Where excavations are 12 inches or less in width, existing pavement to be cut 12 inches greater in length and width of excavation.
- C. Where excavations are greater than 12 inches in width, existing pavement to be cut 24 inches greater in length and width of excavation.
- D. Where existing pavement being cut is to be overlayed, pavement cutting outside limits of excavation is not required.
- E. Repaying shall match existing paying, but shall not be less than 3 inches of asphalt concrete placed upon 12 inches of crushed aggregate base in compliance with Section 200-2.2 of the Standard Specifications for Public Works Construction.

3.7 SEAL COAT

A. Apply seal coat to hardscape play areas and parking and drive areas in accordance with manufacturer's instructions in two separate coats. Do not apply seal coat until 30 days after initial placement of asphaltic concrete paving.

3.8 PAVEMENT STRIPING

- A. Layout line markings and other painting in accordance with Drawings. Lines shall be 4 inches wide. Line width of play pad markings shall be as indicated.
- B. Clean surfaces to be painted. Apply paint in accordance with manufacturer's directions only when weather conditions permit proper application. Machine apply paint in as many coats as are required to provide opaque markings.

3.9 WHEEL STOPS

- Place wheel stops at all parking stalls as indicated.
- Anchor permanently in place with two steel rods.

3.10 FIELD QUALITY CONTROL

- A. Field inspection and testing of granular base and of asphalt concrete paving mix will be performed under provisions of Section 01 45 29.
- B. Testing firm to take samples and perform tests in accordance with TAI MS-2 and as specified.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- D. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D3549.
- E. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- F. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D979.
- G. Reference maximum theoretical density will be determined by averaging results from four samples of hotmix asphalt-paving mixture delivered daily to site, prepared according to ASTM D2041, and compacted as specified.

- H. In-place density of compacted pavement will be determined by testing core samples according to ASTM D2726.
 - One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D2950 and correlated with ASTM D2726.
- Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that
 it does not comply with specified requirements.

3.11 PROTECTION

- A. Immediately after placement, protect pavement under provisions of Section 01 61 00 from mechanical injury for 2 days.
- B. Protect all new placed pavement from landscape irrigation overspray and planter area soil erosion.

3.12 FLOOD TEST

- A. Perform flood test of finished paving by use of water tank truck.
- B. Where water ponds to a depth of more than 1/8 inch, fill or otherwise correct to provide proper drainage.
- C. Feather and smooth edge of fill so that joint between fill and original surface is invisible.

SECTION 32 13 13

CONCRETE PAVING

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concrete sidewalks, curbs, gutters, utility slabs, parking areas, driveways, driveway aprons and approaches.
- B. Finishing concrete pavements.
- Aggregate base course.
- D. Concrete pavement striping.
- E. Concrete wheel stops.
- F. Steel reinforcement.
- G. Fibrous secondary reinforcement.

1.2 REFERENCES

- A. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.
- B. ACI 301 Specifications for Structural Concrete for Buildings.
- C. ACI 117 Standard Specification for Tolerances for Concrete Construction and Materials.
- D. ASTM A82 Specification for Steel Wire, Plain, for Concrete Reinforcement.
- E. ASTM A185 Welded Steel Wire Fabric for Concrete Reinforcement.
- F. ASTM A184 Specification for Fabricated Deformed Steel Bar Mats for Concrete.
- G. ASTM D1751 Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- H. ASTM A615 Deformed and Plain Billet-Steel for Concrete Reinforcement.
- ASTM C33 Concrete Aggregates.
- J. ASTM C94 Ready Mixed Concrete.
- K. ASTM C150 Portland Cement.
- L. ASTM C260 Air-Entraining Admixtures for Concrete.
- M. ASTM C289 Potential Reactivity of Aggregates.
- N. ASTM C309 Liquid Membrane-Forming Compounds for Curing Concrete.
- O. ASTM C494 Chemical Admixtures for Concrete.
- P. ASTM C618- Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture for Concrete.
- Q. ASTM C979 Pigments for Integrally Colored Concrete.
- R. ASTM C1116 Specification for Fiber-Reinforced Concrete and Shotcrete.

- S. ASTM C1602 Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
- T. CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- U. DSA/AC Division of State Architect/Access Compliance.
- V. National Ready Mix Concrete Association Plant Certification Program.
- W. Southern California Chapter, American Public Works Association Standard Specifications for Public Works Construction.
- X. Stormwater Best Management Practice Handbook (BMP Handbook), Construction Edition, as published by the California Storm Water Quality Association.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout.

1.4 QUALIFICATIONS

- A. Manufacturer: Manufacturer of ready-mix concrete products complying with ASTM C94 requirements for production facilities and equipment. Certified according to National Ready Mix Concrete Association's Plant Certification Program.
- B. Pavement Installer: Company who has completed pavement work similar in material, design, and extent to that indicated for this project.
- C. Detectable Warning Pavement Installer: Company specializing in applying the work of this section with a minimum of 5 years experience and approved by manufacturer of the detectable warning products used.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for paving work on public property.
- B. Conform to (CBC) California Building Code, (CCR) Title 24, Part 2, and the 2010 ADA Standards for Accessible Design for access requirements for individuals with disabilities.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Provide concrete curing, finishing, and waste management techniques as defined in Section 4 of the Storm Water Best Management Practice Handbook, (BMP Handbook) Construction Edition.

1.7 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Include data on joint filler and curing compounds.
- C. Submit proposed mix design to testing laboratory and to Architect for review prior to commencement of work.
- D. Submit manufacturer's instructions under provisions of Section 01 33 00.

1.8 WARRANTY

A. Provide five year warranty under the provisions of Section 01 77 00 for detectable warning pavement.

B. Warranty: Shall indicate compliance with standards required by CBC, California Building Code, (CCR) California Code of Regulations, Title 24, Part 12, Section 12-11B.209. Warranty coverage shall include durability criteria which indicates that the shape, color fastness, sound-on-cane acoustic quality, resilience, and attachment will not degrade significantly for at least five years after original installation. As used in this Article, "not degrade significantly" means that the product maintains at least 90 percent of its approved design characteristics, as determined by the Division of The State Architect.

2. PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- Cement: ASTM C150 Normal-Type I or Type II Portland type, gray color, from single source throughout project.
- B. Fine and Coarse Aggregates: ASTM C33, non-reactive when tested in accordance with ASTM C289 and Appendix X-1 of ASTM C33.
- Water: ASTM C1602, clean and not detrimental to concrete.

2.2 BASE MATERIALS

 A. Aggregate Base: Crushed rock conforming to Section 200-2.2 of the Standard Specifications for Public Works Construction.

2.3 FORM MATERIALS

Conform to ACI 301.

2.4 REINFORCEMENT

- Reinforcing Steel: ASTM A615; 60 ksi yield grade; deformed billet steel bars, uncoated finish.
- B. Welded Steel Wire Fabric: Plain type, ASTM A185; in coiled rolls or flat sheets; uncoated finish.
- C. Fabricated Bar Mats: ASTM A184; welded or clip-assembled steel bar mats of ASTM A615, Grade 60 steel bars.
- D. Tie Wire: ASTM A82, annealed steel, minimum 16 gage size.
- E. Dowels: ASTM A615; 40 ksi yield grade, plain steel, uncoated finish.
- F. Supports: Chairs, spacers, dowel bar supports and other devices for spacing, supporting and fastening reinforcing bars, welded wire fabric, and dowels in place.

2.5 ACCESSORIES

- A. Curing Compound: ASTM C309, Type 1-D, Class B.
- B. Preformed Joint: ASTM D1751, 1/2 inch thick.
- C. Clear Sealer: One component alkylalkoxy, silane penetrating sealer.
- D. Joint Sealers: As specified in Section 07 92 00.

2.6 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Fly Ash: ASTM C618, Class F.
- C. Water Reducing Admixture: ASTM C494, Type A.

2.7 DETECTABLE WARNING PAVEMENT

- A. Surface applied detectable warning system meeting nominal dimensional and color contrast requirements of the CBC, California Building Code, (CCR), California Code of Regulations, Title 24, Part 2, Section 11B-705 and be approved by DSA/AC.
- B. Detectable warning pavement to be constructed using the Vitrified Polymer Composite Armor-Tile System manufactured by Engineered Plastics, Inc., www.armor-tile.com.
- C. Applied truncated dome warning system consisting of glass beads encapsulated in a resin binder as manufactured by TILCO Vanguard, Inc., www.vanguardonline.com.
- D. Truncated dome system shall comply with requirements of CBC, California Building Code (CCR), California Code of Regulations, Title 24, Part 2, Section 11B-705 and be approved by DSA/AC.
- E. Color of truncated domes shall be of contrasting yellow color conforming to Color 33538 in accordance with Federal Standard 595C.
- F. Substitutions: Under provisions of Section 01 25 13.

2.8 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94, Alternative No. 3.
- B. Provide concrete of the following characteristics:
 - 1. Driveways, aprons and approaches: Compressive strength of 3,500 psi at 28 days.
 - 2. Sidewalks, curbs, gutters and utility slabs: Compressive Strength of 2,500 psi at 28 days.
 - 3. Slump: 4 to 6 inches.
 - 4. Maximum aggregate size: 1 inch.
 - 5. Cement Content: Minimum 540 lbs/cu. yd.
 - 6. Fly Ash: Maximum 25 percent by weight.
 - 7. Air Entrainment: 2 to 4 percent.
 - 8. Water Cement Ratio: 0.50.

2.9 PAVEMENT STRIPING PAINT

- A. Vinyl emulsion type, yellow color, except at accessible parking spaces, blue color. Blue color to be equal to Color 15090 in accordance with Federal Standard 595C. Color of fire lane curb marking to be red with white letters.
- B. Acceptable products:
 - 1. W801 Vin-L-Stripe Traffic Paint, manufactured by Dunn-Edwards, www.dunnedwards.com.
 - 2. 506 Traffic Line Paint-Vinyl, manufactured by Frazee, www.frazeepaint.com.
- C. Substitutions: Under provisions of Section 01 25 13.

2.10 CONCRETE WHEEL STOPS

- A. Prefabricated 5-1/2 inch high x 7-1/2 inch wide by 48 inch long 3,500 psi concrete wheel stops.
- B. Chamfer corners and provide holes for anchoring to substrate.

CONCRETE PAVING 32 13 13

- B. Pre-drill parking stops for two dowel anchors.
- C. Dowels: Galvanized steel, 1/2 inch diameter, minimum 12 inch length.

3. PART 3 EXECUTION

3.1 INSPECTION

- A. Verify compacted subgrade is ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of existing conditions.

3.2 BASE

Prepare and compact base materials to 95%.

3.3 PREPARATION

- Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of adjacent manholes, catch basins, inlets, and other fixed objects with oil to form isolation joint and prevent bond with paving.
- C. Notify Architect minimum 24 hours prior to commencement of concreting operations.

3.4 FORMING

- A. Place and secure forms to correct location, dimension, and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.

3.5 REINFORCEMENT

- Place reinforcement at mid-height of slabs-on-grade.
- B. Lap adjoining pieces of welded wire fabric one full mesh and lace splice with wire. Offset laps of adjoining sheets.
- C. Place fabricated bar mats in lengths as long as practical. Overlap adjacent mat 2 inches.
- D. Interrupt reinforcement at expansion joints.
- E. Place secondary fiber reinforcement in concrete mix in quantities as specified for concrete pavements.
- F. Place reinforcement to achieve slab and curb alignment as detailed.
- G. Provide doweled joints at interruption of concrete with one end of dowel set in capped sleeve to allow longitudinal movement.

3.6 PLACING CONCRETE

- Place concrete in accordance with ACI 301.
- B. Hot and Cold Weather Placement: ACI 301.
- C. Place concrete formwork on public property in conformance with applicable code.

- Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- E. Place concrete continuously between predetermined construction joints and control joints. Do not break or interrupt successive pours such that cold joints occur.
- F. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Place concrete to pattern indicated in strip sequence.

3.7 JOINTS

- A. Review locations of joints when indicated and make recommendations for any additional joints or suggestions for new locations. Lack of joints or misplacement of joints will not constitute justification of pavement cracking.
- B. Place expansion joints at not to exceed 20 foot intervals to correct elevation and profile. Align curb, gutter, and sidewalk joints.
- C. Place joint filler between paving components and building or other appurtenances.
- D. Provide control joints at not to exceed 5 foot intervals.
- E. Saw cut control joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.
- F. Provide keyed joints as indicated.
- G. Form isolation joints where paving abutts curbs, catch basins, manholes, inlets, structures, and other fixed objects.

3.8 FINISHING

- A. Uniformly spread, screed and consolidate concrete. Do not spread concrete by vibration.
- B. Smooth Form Finish:
 - Coordinate as necessary to secure form construction using smooth, hard, uniform surfaces, with number of seams kept to a practical minimum and in a uniform, orderly pattern.
 - 2. Patch tie holes and defects.
 - 3. Trowel to smooth even finish.
 - 4. Use for curbs, gutters, and mowstrips.

C. Medium Broom Finish:

- 1. Float surface and trowel to smooth even finish.
- 2. While surface is still plastic draw a soft fiber bristle broom uniformly over surface in perpendicular direction to traffic.
- 3. Use for sidewalks utility slabs parking areas driveways which have a slope of 6 percent or less.
- D. Slip Resistant/Heavy Broom Finish:
 - 1. Float surface and trowel to smooth even finish.
 - While concrete is still plastic, uniformly broadcast aluminum oxide particles onto surface at the rate of 25 pounds per 100 sq. ft.
 - Trowel particles into surface of concrete to provide embedment. Do not force below surface.

CONCRETE PAVING 32 13 13

- While surface is still plastic, draw a stiff fiber bristle broom uniformly over surface in perpendicular direction of traffic.
- 5. Use for ramps with slope of 6 percent or greater, stair treads, and areas indicated.

3.9 DETECTABLE WARNING PAVEMENT

- Install detectable warning pavement on curb ramps and other areas indicated on the drawings.
- B. Install detectable warning pavement in accordance with manufacturer's requirements and the 2010 ADA Standards for Accessible Design and CBC, Title 24, Part 2, Section 11B-705 requirements.

3.10 CURING

- Cure concrete surfaces in accordance with ACI 301.
- B. Apply curing compound on finished slab surfaces in accordance with manufacturer's instructions.

3.11 PAVEMENT STRIPING

- A. Lay out line markings and other painting in accordance with Drawings. Lines shall be 4 inches wide.
- Clean surfaces to be painted.
- C. Apply paint in accordance with manufacturer's directions.
- D. Apply only when weather conditions permit proper application.
- E. Machine apply paint in as many coats as are required to provide opaque markings.
- F. Allow for 300 linear feet of fire lane curb marking.

3.12 CONCRETE WHEEL STOPS

- Place wheel shops at all parking stalls as indicated.
- Anchor permanently in place with two steel rods.

3.13 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 45 29.
- B. Owner's Inspector will take cylinders and perform slump tests in accordance with ACI 301 and will arrange for pick-up of cylinders by Testing Laboratory.
- C. Three concrete test cylinders will be taken for every 50 or less cu yds of each class of concrete placed each day.
- D. One slump test will be taken for each set of test cylinders taken.
- E. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.14 TOLERANCES

- A. Provide tolerances under provisions of Section 01 43 00 in accordance with ACI 117.
- B. Maximum Variation of Surface Flatness: 1/4 inch in 10 feet.
- C. Maximum Variation from True Position: 1/4 inch.
- D. Variation of Pavement Thickness: Plus 3/8 inch, minus 1/4 inch.

E. Maximum Variation of Pavement Joints: 1/8 inch vertical alignment.

3.15 PROTECTION

- A. Immediately after placement, protect concrete under provisions of Section 01 61 00 from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit traffic over pavement for 7 days after finishing.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fence framework, fabric, and accessories.
- Excavation for post bases.
- C. Concrete anchorage for posts.

1.2 REFERENCES

- A. ASTM A90 Standards Test Method for Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles.
- B. ASTM A392 Zinc-Coated Steel Chain Link Fence Fabric.
- C. ASTM A428 Weight of Coating on Aluminum-coated Iron or Steel Articles.
- D. ASTM A491 Aluminum-Coated Steel Chain Link Fence Fabric.
- E. ASTM F567 Installation of Chain-Link Fence.
- F. ASTM A653 Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- G. ASTM F668 Poly (Vinyl Chloride) (PVC) Coated Steel Chain Link Fence Fabric.
- H. ASTM F900 Industrial and Commercial Swing Gates.
- I. ASTM A924 General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
- J. ASTM F 1043 Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
- K. ASTM F1083 Pipe, Steel, Hot-dipped Zinc-coated (Galvanized) Welded for Fence Structures.
- L. ASTM F1184 Industrial and Commercial Horizontal Slide Gates.
- M. ASTM F1043 Strength and Protective Coatings on Metal Industrial Chainlink Fence Framework.
- N. CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility and Egress Standards.

1.3 QUALITY ASSURANCE

- Manufacturer: Company specializing in commercial quality chain link fencing with five years documented experience.
- B. Installation: ASTM F567.

1.4 REGULATORY REQUIREMENTS

A. Conform to disabled person access and emergency egress requirements of the CBC California Building Code, (CCR) California Code of Regulations, Title 24, Part 2.

2. PART 2 PRODUCTS

2.1 MATERIALS

- A. Framework: ASTM F1083; Schedule 40 steel pipe, standard weight, one piece without joints, finish same as fabric.
- B. Acceptable Equivalent: ASTM F1043; Group 1A pipe with minimum yield strength of 30,000 pounds per square inch; SS40 as manufactured by Allied Tube and Conduit Fence Division, www.atcfence.com.
- C. Fabric: ASTM A392, Class 1, zinc coated wire fabric.

2.2 CONCRETE MIX

A. Concrete: As specified in Section 32 13 13.

2.3 COMPONENTS

- A. Line Posts: 2 inch NPS steel pipe.
- B. Corner and Terminal Posts: 3 inch NPS steel pipe.
- C. Gate Posts: 3 inch NPS steel pipe.
- D. Top and Brace Rail: 1-1/4 inch NPS, plain end, sleeve coupled steel pipe.
- E. Fabric: 2 inch diamond mesh steel wire, interwoven, 9 gage thick, top and bottom selvage knuckle end closed.
- F. Caps: Cast steel or malleable iron, galvanized; sized to post dimension, set screw retained.
- G. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings: Steel.
- H. Tension Wire: 7 gage thick steel, single strand.

2.4 FINISHES

- A. Galvanized: ASTM F1043; 1.8 oz/sq ft coating for schedule 40 pipe. ASTM A90; 1.0 oz/sq ft coating for Class 1A pipe.
- B. Accessories: Same finish as framing.

3. PART 3 EXECUTION

3.1 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Provide fence of height indicated.
- C. Space line posts at intervals not exceeding 10 feet.
- D. Set terminal and corner posts plumb, in 12 inch diameter concrete footings with top of footing 6 inches below finish grade. Slope top of concrete for water runoff. Footing depth below finish grade: 42 inches for gate and corner posts, 36 inches for line posts.
- E. Provide top rail through line post tops and splice with 7 inch long rail sleeves.
- F. Brace each corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts.

- G. Stretch fabric between terminal posts or at intervals of 100 feet maximum whichever is less.
- H. Do not stretch fabric until concrete has cured 28 days.
- I. Position bottom of fabric 2 inches above finished grade.
- J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with wire ties maximum 15 inches on centers.
- K. Attach fabric to end, and corner posts with tension bars and tension bar clips.
- L. Install bottom tension wire stretched taut between terminal posts.

3.2 ERECTION TOLERANCES

- Maximum Variation from Plumb: 1/4 inch.
- B. Maximum Offset from True Position: 1 inch.
- C. Components shall not infringe adjacent property lines.

END OF SECTION



February 28, 2017

TO: All Bidders

FROM : George M. Wiens

PROJECT: Thompson Middle School Parking Lot Improvements

Murrieta Valley Unified School District

1522500.41

SUBJECT: Addendum 1

The following changes, omissions, and/or additions to the Project Manual and/or Drawings shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

Bidder shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

In case of conflict between Drawings, Project Manual, and this Addendum, this Addendum shall govern.

1. PROJECT MANUAL

1.1 Off-Site Improvements - The Contractor will pull the encroachment permit at the City of Murrieta and the School District will reimburse the fees. The City requires the Contractor to have a current City of Murrieta business license (this is verified before permit issuance). Contact the Business License staff at 951-461-6042 or businesslicense@murrietaca.gov to verify the license is up to date prior to pulling the permit. Contractor is also to provide proof of comprehensive liability insurance with the City of Murrieta named as additional insured.

Once all these requirements are in place, the permit issuance is an over-the-counter process.

Contact for the City of Murrieta: Catherine Morales

Development Services Technician City of Murrieta, Engineering 1 Town Square Murrieta, CA 92562

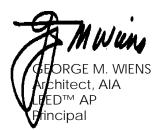
Direct: 951-461-6077 Fax: 951-461-6049 www.MurrietaCa.gov Addendum 1
Thompson Middle School Parking Lot Improvements
Murrieta Valley Unified School District
1522500.41
February 28, 2017
Page 2

DRAWINGS

- 1.2 DRAWING A1.2 DEMOLITION ENLARGED SITE PLAN (attached)
 - A. Add demolition for additional drop-off ramp.
- 1.3 DRAWING A1.3 ENLARGED SITE PLAN (attached)
 - A. Revise pavement striping in parking lot along Nighthawk Way. Add drop-off ramp.

END OF ADDENDUM 1

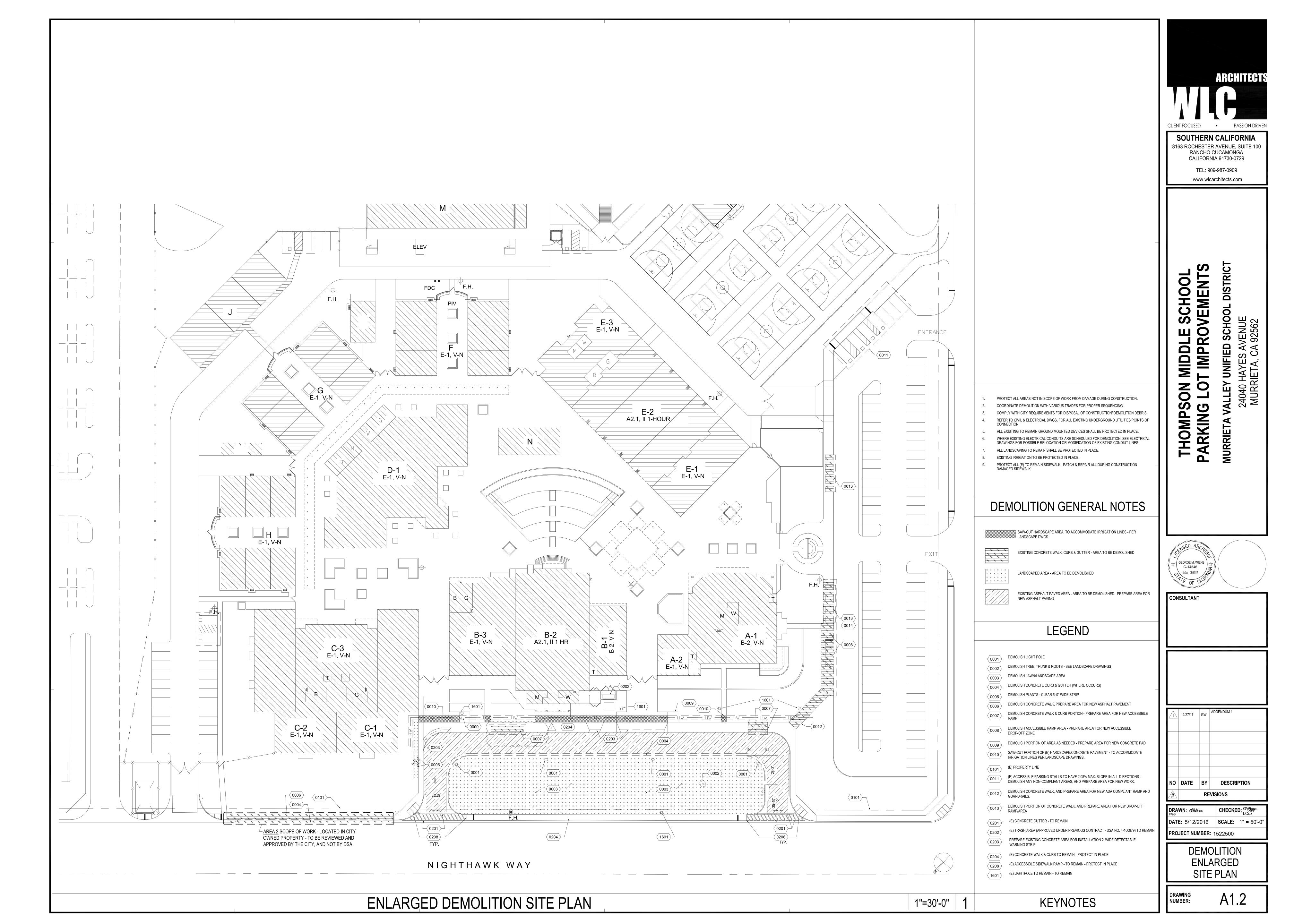
Submitted by,

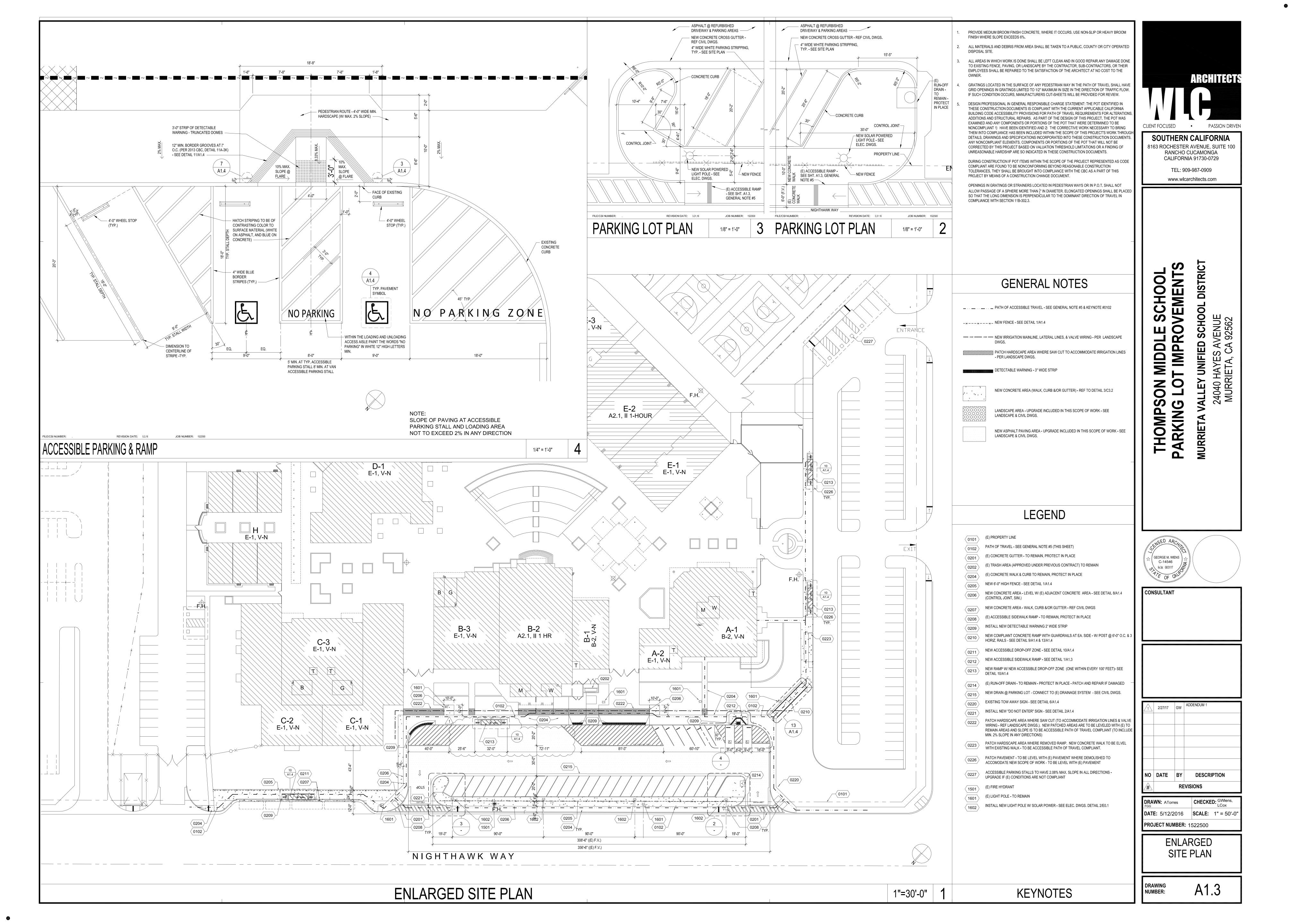


No. C14546
REN. 8/31/2017

GMW:hb/P41522500x1-add

Attachments: A1.2, A1.3





THOMPSON MIDDLE SCHOOL

PARKING LOT IMPROVEMENTS

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT MURRIETA, CALIFORNIA

GENERAL NOTES

LOCATIONS OF ALL UTILITIES SHOWN ARE APPROXIMATE AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID INTERCEPTING EXISTING CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE ARCHITECT IS NOT RESPONSIBLE FOR THE LOCATION OF

THESE DRAWINGS DO NOT CONTAIN THE NECESSARY COMPONENTS

FOR CONSTRUCTION SAFETY.

- UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT SHOULD ANY UNIDENTIFIED CONDITIONS BE DISCOVERED. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
- THESE DOCUMENTS AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF WLC. ARCHITECTS, INC., AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WLC ARCHITECTS, INC.
- THE WORK SHOWN ON THESE DRAWINGS AS EXISTING CONDITIONS WAS PREPARED FROM INFORMATION FURNISHED BY THE OWNER. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE. WLC ARCHITECTS, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OR ADEQUACY OF ANY WORK SHOWN AS EXISTING NOR IS WLC ARCHITECTS. INC. RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A
- EACH BIDDER SHALL POSSESS AT THE TIME OF BID A CLASS B OR THE APPROPRIATE CLASS C CONTRACTOR'S LICENSE PURSUANT TO PUBLIC CONTRACT CODE SECTION 3300 AND BUSINESS AND PROFESSIONS CODE SECTION 7028.15. THE SUCCESSFUL BIDDER MUST MAINTAIN THE LICENSE THROUGHOUT THE DURATION OF THIS CONTRACT.
- FIRE SAFETY DURING CONSTRUCTION
 - GENERAL: FIRE SAFETY DURING CONSTRUCTION SHALL COMPLY WITH CALIFORNIA FIRE CODE (CFC) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 9, CHAPTER 14.
- ACCESS ROADS: FIRE DEPARTMENT ACCESS ROADS SHALL BE ESTABLISHED AND MAINTAINED IN ACCORDANCE WITH CHAPTER 14. SECTION 1410.
- WATER SUPPLY: WATER MAINS AND HYDRANTS SHALL BE OPERATIONAL IN ACCORDANCE WITH CHAPTER 14.SECTION
- BUILDING ACCESS: ACCESS TO BUILDINGS FOR THE PURPOSE OF FIREFIGHTING SHALL BE PROVIDED. CONSTRUCTION MATERIAL SHALL NOT BLOCK ACCESS TO BUILDINGS HYDRANTS OR FIRE APPLIANCES.
- ALTERATIONS OF BUILDINGS: SHALL COMPLY WITH APPLICABLE **PROVISIONS OF CHAPTER 14**
- DEMOLITION OF BUILDINGS: SHALL COMPLY APPLICABLE PROVISIONS OF CHAPTER 14.
- FIRE WATCH: MAINTAIN FIRE WATCH WHEN REQUIRED BY THE BUILDING OFFICIAL AND WHEN EXISTING FIRE PROTECTION SYSTEMS ARE SHUT DOWN FOR ALTERATIONS. FIRE WATCH SHALL REMAIN IN EFFECT UNTIL EXISTING FIRE PROTECTION SYSTEMS ARE RETURNED TO SERVICE OR AS ALLOWED BY THE **BUILDING OFFICIAL**
- PENETRATIONS TO FIRE RATED MATERIALS OR ASSEMBLIES SHALL BE RESTORED TO EQUAL RATING. FIRE STOP SYSTEMS AS LISTED BY UNDERWRITERS LABORATORIES SHALL BE INSTALLED PER FIRE RESISTANCE DIRECTORY. FIRE STOP SYSTEMS SHALL BE AS SPECIFIED.
- NONRESIDENTIAL ENERGY STANDARDS COMPLIANCE STATEMENT (TITLE 24, PART 6):

THE DESIGN INDICATED HEREIN COMPLIES WITH THE REQUIREMENTS OF THE ENERGY CONSERVATION STANDARDS OF TITLE 24, PART 6. CALIFORNIA CODE OF REGULATIONS. THE PROPOSED BUILDING(S) WILL BE IN COMPLIANCE WITH THE ENERGY CONSERVATION STANDARDS PROVIDED IT (THEY) IS (ARE) BUILT ACCORDING TO THESE DRAWINGS AND SPECIFICATIONS AND PROVIDED ANY FUTURE IMPROVEMENTS ARE COMPLETED ACCORDING TO THE REQUIREMENTS OF TITLE 24, PART 6, CALIFORNIA CODE OF REGULATIONS. THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED TO INCLUDE ALL SIGNIFICANT ENERGY CONSERVATION FEATURES REQUIRED FOR COMPLIANCE WITH THE STANDARDS. BUILDING AREAS THAT ARE UNCONDITIONED AND/OR NOT SUBJECT TO THE STANDARDS ARE INDICATED ON THE PLANS.

8. (CONT) ENVELOPE MANDATORY MEASURES

- INSTALLED INSULATING MATERIALS SHALL HAVE BEEN CERTIFIED BY THE MANUFACTURER TO COMPLY WITH THE CALIFORNIA QUALITY STANDARDS FOR INSULATING MATERIAL
- ALL INSULATING MATERIALS SHALL BE INSTALLED IN COMPLIANCE WITH THE FLAME SPREAD RATING AND SMOKE DENSITY REQUIREMENTS OF TITLE 24, PART 2, CALIFORNIA CODE OF REGULATIONS, SECTIONS 719 AND 2603.
- ALL EXTERIOR JOINTS AND OPENINGS IN THE BUILDING ENVELOPE THAT ARE POTENTIAL AND OBSERVABLE SOURCES OF AIR LEAKAGE SHALL BE CAULKED, GASKETED, WEATHERSTRIPPED OR OTHERWISE SEALED.
- SITE CONSTRUCTED DOORS, WINDOWS, AND SKYLIGHTS SHALI BE CAULKED BETWEEN THE UNIT AND THE BUILDING, AND SHALL BE WEATHERSTRIPPED (EXCEPT FOR UNFRAMED GLASS DOORS AND FIRE DOORS).
- MANUFACTURED DOORS AND WINDOWS INSTALLED SHALL HAVE AIR INFILTRATION RATES CERTIFIED BY THE MANUFACTURER IN ACCORDANCE WITH TITLE 24, PART 6. CALIFORNIA CODE OF REGULATIONS, SECTION 116(a)1.
- MANUFACTURED FENESTRATION PRODUCTS IN THE ENVELOPE OF THE BUILDING, INCLUDING, BUT NOT LIMITED TO, WINDOWS, SLIDING GLASS DOORS, FRENCH DOORS, SKYLIGHTS, CURTAIN WALLS, AND GARDEN WINDOWS MUST BE LABELED FOR U-VALUE IN ACCORDANCE WITH THE (NFRC) NATIONAL FENESTRATION RATING COUNCIL'S INTERIM U-VALUE RATING
- DEMISING WALL INSULATION SHALL BE INSTALLED IN ALL OPAQUE PORTIONS OF FRAMED WALLS (EXCEPT DOORS).
- PROOF LOAD TESTS FOR EXPANSION TYPE ANCHOR BOLTS:
- ANCHOR DIAMETER REFERS TO THE THREAD SIZE FOR THE WEDGE CATEGORY ANCHOR.
- APPLY PROOF TEST LOADS TO WEDGE ANCHORS WITHOUT REMOVING THE NUT IF POSSIBLE. IF NOT, REMOVE NUT AND INSTALL A THREADED COUPLER TO THE SAME TIGHTNESS OF THE ORIGINAL NUT USING A TORQUE WRENCH AND APPLY LOAD.
- REACTION LOADS FROM TEST FIXTURES MAY BE APPLIED CLOSE TO THE ANCHOR BEING TESTED, PROVIDED THE ANCHOR IS NOT RESTRAINED FROM WITHDRAWING BY THE FIXTURE(S).
- TEST EQUIPMENT IS TO BE CALIBRATED BY AN APPROVED TESTING LABORATORY IN ACCORDANCE WITH STANDARD
- RECOGNIZED PROCEDURES. THE FOLLOWING CRITERIA APPLY FOR THE ACCEPTANCE OF

INSTALLED ANCHORS:

- HYDRAULIC RAM METHOD: THE ANCHOR SHOULD HAVE NO OBSERVABLE MOVEMENT AT THE APPLICABLE TEST LOAD. FOR WEDGE TYPE ANCHORS, A PRACTICAL WAY TO DETERMINE OBSERVABLE MOVEMENT IS THAT THE WASHER UNDER THE NUT BECOMES LOOSE. DROP IN ANCHORS ARE ONLY TO BE TESTED WITH THIS METHOD.
- TORQUE WRENCH METHOD: THE APPLICABLE TEST TORQUE MUST BE REACHED WITHIN THE FOLLOWING LIMITS FOR WEDGE ANCHORS: ONE-HALF (1/2) TURN OF THE NUT.
- IF MANUFACTURERS TORQUE IS LESS THAN SPECIFIED TEST TORQUE THE MANUFACTURERS LISTED TORQUE SHALL BE USED FOR TESTING.
- TESTING SHOULD OCCUR 24 HOURS MINIMUM AFTER INSTALLATION OF THE SUBJECT ANCHORS
- ALL EXPANSION TYPE ANCHOR BOLTS USED FOR STRUCTURAL APPLICATIONS SHALL BE TESTED. ALL ANCHOR BOLTS OF THE **EXPANSION TYPE USED FOR NON STRUCTURAL APPLICATIONS** (LOADED IN EITHER PULLOUT OR SHEAR) SHALL HAVE 50 PERCENT OF THE BOLTS (ALTERNATE BOLTS IN ANY GROUP ARRANGEMENT ALLOWED BY THE TYPE OF SUBSTRATE AND DIAMETER OF BOLT LISTED BELOW UNDER TEST VALUES TABLE) PROOF TESTED IN TENSION TO TWICE THE ALLOWABLE TENSION LOAD. IF THERE ARE ANY FAILURES. THE IMMEDIATELY ADJACENT BOLTS MUST THEN ALSO BE TESTED. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH TITLE 24. PART 2, SECTION 1916A.7 AND IR 19-1
- ALL BOLTS MUST HAVE ICC/ES APPROVAL.
- ALL ANCHOR BOLTS OF THE EXPANSION TYPE INSTALLED IN CONCRETE SHALL BE ONE OF THE FOLLOWING:
 - 1. ITW RAMSET/REDHEAD-WEDGE ANCHOR-ICC/ES NO. 2427 2. HILTI, INC.- QWIK BOLT TZ -WEDGE ANCHOR-ICC/ES NO. 1917 3. SIMPSON - STRONGBOLT 2 - WEDGE ANCHOR - ICC/ES NO. 3037

NORMALWEIGHT OR LIGHTWEIGHT CONCRETE LOAD (FT-LBS) (LBS)

> MIMIMUM TEST VALUES GROUT FILLED CONCRETE MASONRY

ANCHOR		WEDGE		a m *			
	DIA. (IN)	TENSION LOAD (LBS)	TORQUE (FT-LBS)	EMBED MENT (IN)	No sec tre	na forest	
-	1/4	1,080	4	2		## E2	
-	3/8	1,564	15	2-1/2	No de ISI	ene pai, com	कर कर्त और
-	1/2	1,810	25	3-1/2	1 00 min 100	are the stat	COM MARK CETO
-	5/8	2,484	65	4	•••		
-	3/4	3,290	120	4-3/8	649 NOT ANT	WI (NO BM)	

POWDER DRIVEN CONCRETE FASTENERS:

- GENERAL: USE OF POWDER DRIVEN CONCRETE FASTENERS FOR TENSION LOADS IS LIMITED TO SUPPORT OF MINOR LOADS LIKE ACOUSTICAL CEILINGS, DUCT WORK, CONDUIT.
- ALLOWABLE LOADS: IN GENERAL, LOADS SHOULD BE LIMITED TO LESS THAN 100 POUNDS. HOWEVER, GREATER LOADS MAY BE PERMITTED FOR SPECIAL CASES WHEN APPROVED BY THE CHECKING SUPERVISOR OR FIELD ENGINEER.
- TESTING: THE OPERATOR, TOOL, AND FASTENER SHALL BE PREQUALIFIED BY THE PROJECT INSPECTOR. HE SHALL OBSERVE THE TESTING OF THE FIRST 10 FASTENER INSTALLATIONS. A TEST "PULL-OUT" LOAD OF NOT LESS THAN TWICE THE DESIGN LOAD, OR 200 POUNDS, WHICHEVER IS GREATER SHALL BE APPLIED TO THE PIN IN SUCH A MANNER AS NOT TO RESIST THE SPALLING TENDENCY OF THE CONCRETE AROUND THE PIN, THEREAFTER, RANDOM TESTS UNDER THE PROJECT INSPECTOR'S SUPERVISION SHALL BE MADE OF APPROXIMATELY 1 IN 10 PINS, EXCEPT THAT WHEN THE DESIGN LOAD EXCEEDS 100 POUNDS, ONE HALF OF THE PINS SHALL BE TESTED. SHOULD FAILURE OCCUR ON ANY PIN TESTED, ALL INSTALLATIONS MUST BE TESTED AND UNFAIR PINS REPLACED.
- ALL POWDER DRIVEN CONCRETE FASTENERS SHALL BE ONE OF THE FOLLOWING:
 - HILTI, INC. X-CP 72 PINS - WOOD PLATE - ICC/ES NO. 2379
 - X-U PINS STEEL TRACK ICC/ES NO. 2269 ITW RAMSET/REDHEAD DRIVE PIN - WOOD PLATE - ICC/ES NO. 2690
- DRIVE PIN STEEL TRACK ICC/ES NO. 1799 SIMPSON STRONG-TIE CO., INC. PDPWL-300MG - WOOD PLATE - ICC/ES NO. 2138 PDPA-125- STEEL TRACK - ICC/ES NO. 2138
- 12. INSPECTOR OF RECORD REQUIREMENTS
 - ONE OR MORE INSPECTORS EMPLOYED BY THE OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS WILL BE ASSIGNED TO THE WORK. THE INSPECTORS DUTIES ARE SPECIFICALLY DEFINED IN SECTION 4-342 OF SAID TITLE 24, PART 1 AND IN ADDITION SHALL BE AS STIPULATED IN INTERPRETATION OF REGULATION DOCUMENT IR A-8.
 - INSPECTOR SHALL BE CERTIFIED AS A CLASS 3 INSPECTOR THROUGH THE DIVISION OF THE STATE ARCHITECT INSPECTOR EXAMINATION PROGRAM. INSPECTOR SHALL ALSO BE SPECIFICALLY APPROVED BY THE DIVISION OF THE STATE ARCHITECT FOR THIS PROJECT AT LEAST 10 DAYS PRIOR TO THE START OF ANY WORK FOR THIS PROJECT.
- 13. ALL WORK SHOWN ON THESE DRAWINGS SHALL COMPLY WITH THE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS
- 14. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CONSTRUCTION CHANGE DOCUMENT APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY TITLE 24. CCR. PART 1. SECTION 4-338.
- 15. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIROMENTAL HEALTH CONCIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
- 16. DRINKING WATER SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENT REQUIREMENTS.

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ADDITION. ALTERATION OR RECONSTRUCTION IS IN COMPLIANCE WITH THE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT IDENTIFIED BY THE CONTRACT DOCUMENTS WHEREIN THE FINAL WORK CODE OF REGULATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY APPROVED BY THE DIVISION OF THE STATE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK REQUIRED BY THE CONSTRUCTION CHANGE DOCUMENT.

GOVERNING CODES

(2012 INTERNATIONAL BUILDING

CODE (IBC) W/ CALIFORNIA

AMENDMENTS) 2013

(2011 NATIONAL ELECTRIC

AMENDMENTS) 2013

CODE (NEC) W/ CALIFORNIA

(2012 UNIFORM MECHANICAL

CODE (UMC) W/ CALIFORNIA

AMENDMENTS) 2013

(2012 UNIFORM PLUMBING

AMENDMENTS) 2013

(2012 INTERNATIONAL FIRE

CODE (IFC) W/ CALIFORNIA

(2012 INTERNATIONAL EXISTING

AMENDMENTS) 2013

BUILDING CODE (IEBC) W/

1990 STATE FIRE MARSHAL

REGULATIONS (AS AMENDED

TO DATE) CALIFORNIA CODE OF

CALIFORNIA AMENDMENTS)

CODE (UPC) W/ CALIFORNIA

2013 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE CALIFORNIA CODE OF REGULATIONS

(CCR) TITLE 24, PART 1 2013 CALIFORNIA BUILDING CODE (CBC) CALIFORNIA CODE OF REGULATIONS

(CCR) TITLE 24, PART 2 2013 CALIFORNIA ELECTRICAL CODE (CEC) CALIFORNIA CODE OF REGULATIONS

(CCR) TITLE 24, PART 3 2013 CALIFORNIA MECHANICAL CODE (CMC)

CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 4 2013 CALIFORNIA PLUMBING CODE (CPC) CALIFORNIA CODE OF REGULATIONS

(CCR) TITLE 24, PART 5 2013 CALIFORNIA ENERGY CODE CALIFORNIA CODE OF REGULATIONS

(CCR) TITLE 24, PART 6

2013 CALIFORNIA FIRE CODE (CFC) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 9

2013 CALIFORNIA EXISTING **BUILDING CODE** CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 10

2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (CAL GREEN) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 11

2013 CALIFORNIA REFERENCED STANDARDS CODE -CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 12

APPLICABLE NFPA STANDARDS

REGULATIONS (CCR) TITLE 19

NFPA 17 - DRY CHEMICAL EXTINGUISHING SYSTEMS, 2013 EDITION NFPA 17A - WET CHEMICAL SYSTEMS, 2013 EDITION

NOTE: ALL NFPA STANDARDS AS LISTED ARE TO CONFORM TO THE EDITION AS LISTED WITH THE LATEST CALIFORNIA AMENDMENTS. REFERENCE CBC TITLE 24. PART 2 - CHAPTER 35 FOR ADDITIONAL APPLICABLE NFPA STANDARDS.

GOVERNING AGENCIES

DIVISION OF THE STATE ARCHITECT STRUCTURAL SAFETY SECTION (DSA/SSS) 10920 VIA FRONTERA SUITE 300 SAN DIEGO, CALIFORNIA 92127 (858) 674-5400 (858) 674-5471 FAX

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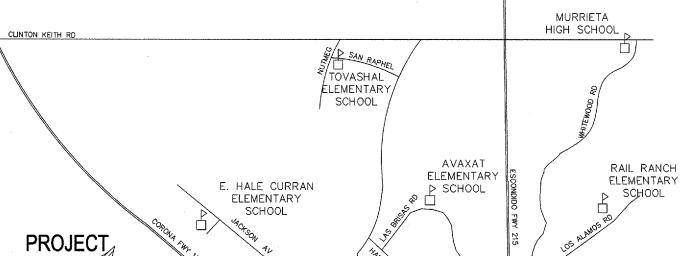
SCOPE OF WORK DESCRIPTION

THE SCOPE OF THE WORK AS STATED BELOW IS FOR DSA PLAN REVIEW PURPOSES ONLY AND DOES NOT CONSTITUTE A DETAILED AND FULL EXPLANATION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

PARKING LOT IMPROVEMENTS INCLUDING NEW BUS LANE, ADDITIONAL PARKING SPACES, EXPANSION OF SIDE WALK AREAS, ACCESSIBLE DROP-OFF AREAS, INSTALLATION OF NEW SOLAR POWERED LIGHT POLES. THIS SCOPE OF WORK INCLUDES ARCHITECTURAL, CIVIL, LANDSCAPE AND ELECTRICAL WORK.

VICINITY MAP

FOR A LIST OF DSA CERTIFICATION NUMBERS AS THEY PERTAIN TO THIS SITE, SEE SHEET A1.1-LEGEND.



ALTA MURRIETA MURRIETA) THOMPSON KHANGH SCHOOL CREEKSIDE MURRIETA ELEMENTARY (нісн sòңоог) SYKES

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FEORGE M. WIENS C-14546 Ren. Date: 08/31/17 OF OF

CONSULTANT SS: V. GARCIA FLG: t.burke ACS: R. MULLEN

DIV. OF THE STATE ARCHITECT **DIFFICE OF REGULATION SERVICE** 115281/ AC PLS H2 SS 1V DATE MAY 1 9 2016

NO DATE BY DESCRIPTION **REVISIONS**

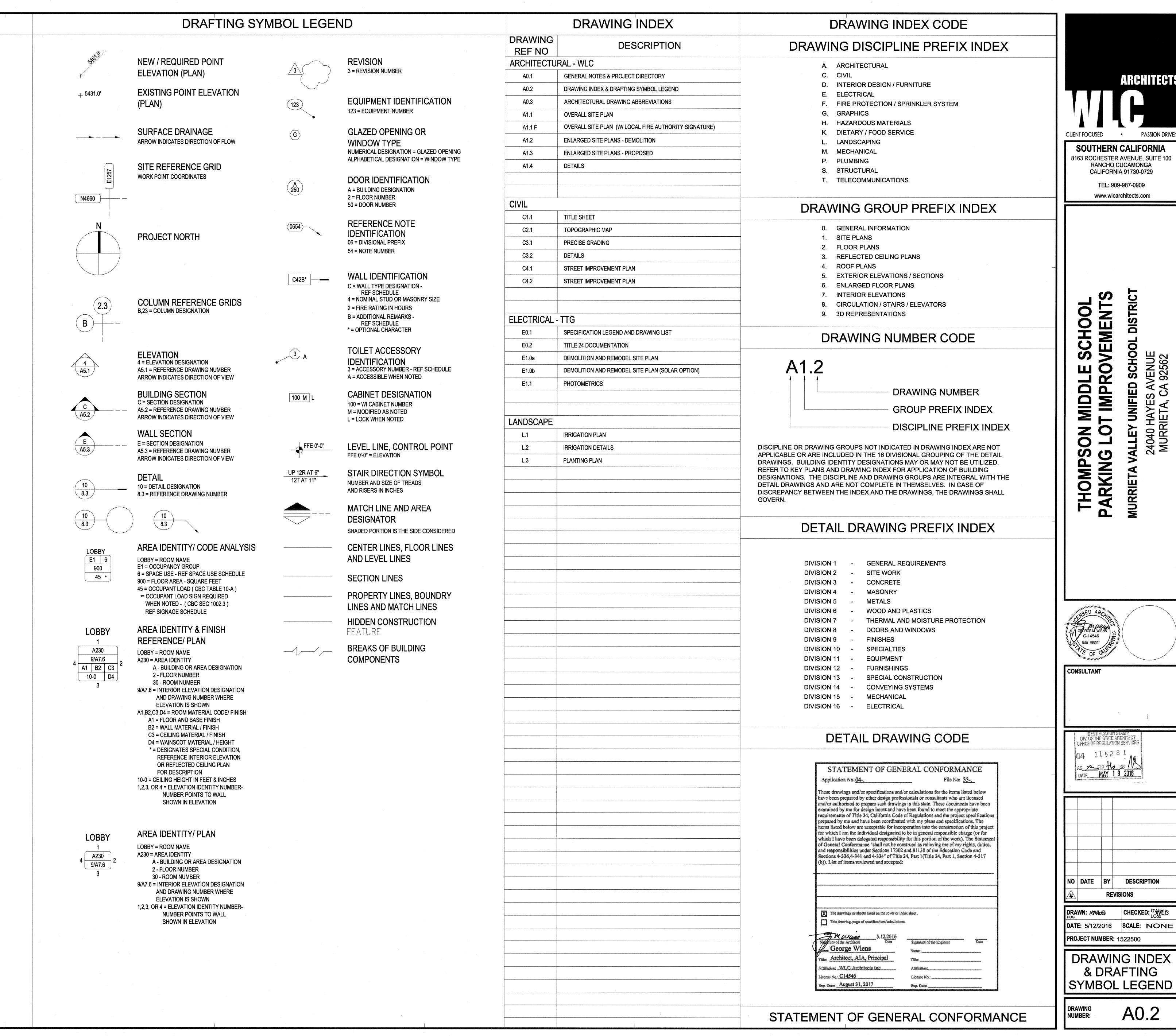
CHECKED: GWiens, DRAWN: ATorres DATE: 5/12/2016 | SCALE: PROJECT NUMBER: 1522500

> **GENERAL NOTES** & PROJECT DIRECTORY

DRAWING

NOT TO SCALE

A0.1



DRAWING A0.2 NUMBER:

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WIND OF CALL

DIV. OF THE STATE ARCHITED

AC FLS HS SS /VS DATE MAY 1 9 2016

REVISIONS

DRAWING INDEX

& DRAFTING

CHECKED: GWYLE

Ran. Date: 08/31/17

ARCHITECTURAL DRAWING ABBREVIATIONS

	S		
& _	AND ANGLE	CUFT CUIN	CUBIC FOOT CUBIC INCH
@ CL	AT CENTERLINE	CUST CUYD	CUSTODIAN CUBIC YARD
-	CHANNEL		
Ф (E)	DIAMETER OR ROUND EXISTING	D DA	DRAIN DOUBLEACTING
(N) d	NEW PENNY (NAILS)	DBL	DOUBLE
<u></u>	PERPENDICULAR	DEMO DEP	DEMOLISH, DEMOLITION DEPRESSED
PL #	PLATE POUND OR NUMBER	DEPT DET	DEPARTMENT DETAIL
A (O	AID CONDITIONING	- DF DH	DRINKING FOUNTAIN DOUBLE HUNG
A/C A/E	AIR CONDITIONING ARCHITECT/ENGINEER	DIA	DIAMETER
AB ABAN	ANCHOR BOLT ABANDON	DIAG DIFF	DIAGONAL DIFFUSER
ABC	AGGREGATE BASE COURSE ABOVE	DIM DISP	DIMENSION DISPENSER
ABV AC	ASPHALTIC CONCRETE	DIV DMPF	DIVISION DAMPPROOFING
ACC ACST	ACCESS(IBLE) ACOUSTICAL	DMT	DEMOUNTABLE
ACT AD	ACOUSTICAL CEILING TILE AREA DRAIN	DN DR	DOWN DOOR
ADDM	ADDENDUM	DRB DRLV	DRAINBOARD DOOR LOUVER
ADH ADJ	ADHESIVE ADJUSTABLE	DS	DOWNSPOUT
ADJC AFF	ADJACENT ABOVE FINISHED FLOOR	DSP DT	DRY STANDPIPE DRAIN TILE
AFG	ABOVE FINISHED GRADE	DVTL DW	DOVETAIL DISHWASHER
AGGR AHU	AGGREGATE AIR HANDLING UNIT	DWG	DRAWING
AL ALT	ALUMINUM ALTERNATE	DWL DWR	DOWEL DRAWER
ANC	ANCHOR, ANCHORAGE		
APLD APPRX	APPLIED APPROXIMATE	E EA	EAST EACH
ARCH	ARCHITECT(URAL) ABOVE SUSPENDED CEILING	EAR EB	EXHAUST AIR REGISTER EXPANSION BOLT
ASC ASPH	ASPHALT	EE	EACH END
ASSY ASYM	ASSEMBLY ASYMMETRICAL	EF EFS	EACH FACE EXTERIOR FINISH SYSTEM
AWG	AMERICAN WIRE GAGE	EHD EIFS	ELECTRIC HAND DRYER EXTERIOR INSULATION AND
ВС	BACK OF CURB		FINISH SYSTEM
BD BITUM	BOARD BITUMINOUS	EJ EL	EXPANSION JOINT ELEVATION
BLDG	BUILDING	ELAST ELEC	ELASTOMERIC ELECTRIC(AL)
BLK BLKG	BLOCK BLOCKING	ELEV	ELEVATOR
BLW CLG BLW FFLR	BELOW CEILING BELOW FINISH FLOOR	EM EMER	EXPANDED METAL EMER EMERGENCY
3LW	BELOW	EN ENCL	EDGE NAILING
BM BN	BENCH MARK BOUNDARY NAILING	ENGR.	ENCLOSE(URE) ENGINEER
BOT BRCG	BOTTOM BRACING	ENTR EP	ENTRANCE ELECTRICAL PANELBOARD
BRDG	BRIDGING	EQ EQUIP	EQUAL EQUIPMENT
BRG BRK	BEARING BRICK	ESC	ESCUTCHEON
BRKT BRS	BRACKET BRASS	ESCL ESMT	ESCALATOR EASEMENT
BRZ	BRONZE	EW	EACH WAY ELECTRIC WATER COOLER
BS BSMT	BOTH SIDES BASEMENT	EWC EWH	ELECTRICAL WATER HEATER
BTWN BUR	BETWEEN BUILT UP ROOFING	EWS EXC	EYE WASH STATION EXCAVATE
BW	BOTH WAYS	EXG OR (E) EXH	EXISTING EXHAUST
 C&G	CURB AND GUTTER	EXP EXPN	EXPOSED EXPANSION
CAB CAD	CABINET CADMIUM	EXS	EXTRA STRONG
CB	CATCH BASIN	EXT	EXTERIOR
CBB CEM	CEMENTITIOUS BACKER BOARD CEMENT	F/F	FACE TO FACE
		FA FAB	FIRE ALARM FABRIC
	CERAMIC CONTRACTOR FURNISH		
CFCI	CONTRACTOR FURNISH CONTRACTOR INSTALLED	FBD	FIBERBOARD
CFCI CFLG	CONTRACTOR FURNISH	FBD FBRK FCBRK	FIBERBOARD FIRE BRICK FACE BRICK
CFCI CFLG CFOI	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED	FBD FBRK	FIBERBOARD FIRE BRICK
CFCI CFLG CFOI CG CHBD	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD	FBD FBRK FCBRK FD FDTN FE	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER
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CFCI CFLG CFOI CG CHBD CHFR CI CIR CIRC CJ CL CLG CLJ CLL CLOS	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE	FBD FBRK FCBRK FD FDTN FE FEC FFA FFB FFEL FFL FGL FHC FHMS FHWS FHWS	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED)
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CFCI CFLG CFOI CG CHBD CHFR CIR CIR CLC CLG CLJ CLC CLOS CLR CMPST CMU CNR CNTR COMB COMB COMB CONF CONSTR CONSTR CONT	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COLUMN COMMON COMBINATION COMPARTMENT CONCRETE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION	FBD FBRK FCBRK FD FDTN FE FEA FFBL FFBL FFLL FHMS FHWS FLOG FLG FLG FLOG FOG FOG FOS FPRF	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF MASONRY FACE OF STUDS FIREPLACE FIREPROOF(ING)
CFCI CFLG CFOI CG CHBD CHFR CIR CIR CLC CLC CLC CLC CLC CLC CLC CLC CLC CL	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COLUMN COMMON COMBINATION COMPARTMENT CONCRETE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) CONTRACT(OR) CONTRACT(OR) CONTRACT(OR)	FBD FBRK FCBRK FD FDTN FE FEA FFEL FFL FFL FHWS FHWS FLOG FLOG FOM FOS FPRF FR FR FR FR	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF MASONRY FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED
CFCI CFLG CFOI CG CHBD CHBC CIRC CIRC CLG CLL CLOS CLR CMPST CMCL CNTR COMB COMB COMB CONT CONT CONT CONT CONT CONT CONT CONT	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COLUMN COMMON COMBINATION COMPARTMENT CONCRETE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) COORDINATE COCRRIDOR	FBD FBRK FCBRK FD TN FE FF F	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOOR FLOORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED
CFCI CFLG CFLG CHBD CHBR CIRC CIRC CLG CLG CLC CLG CLC CLC CLC CLC CLC CL	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COUNTER COUMN COMPONITION COMPONITION COMPONITION COMPONITION COMPONITION COMPONITION CONTRET COUNTER COUNTER COUNTER COUNTER COUNTER COUNTER CONFERENCE CONFERENCE CONFERENCE CONSTRUCTION CONSTRUCTION CONTRACT(OR) COORDINATE CORPER COUPPER COMPRESS(ED), (ION), (IBLE)	FBD FBRK FCBRK FD TN FE FEA FFEL FFL FGL FHWS FLOG FLOG FOR FOR FPRF FR FR F	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOOR FLOORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RETARDANT TREATED
CFCI CFLG CFLG CHBD CHFR CIRC CLG CLG CLG CLC CLC CLC CLC CLC CLC CL	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COUMN COMMON COMBINATION COMPARTMENT CONCETE CONFERENCE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) COORDINATE CORPER COUPPER COMPRESS(ED), (ION), (IBLE) CARPET(ED)	FBD FBRK FCBRK FD FD FE FFE FFE FFE FFE FFE FFE FFE FFE FFE	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF MASONRY FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RETARDANT TREATED WOOD FREEZER
CERCE CFOI CFOI CONTRICTOR CONTRI	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COUNTER COUNTER COLUMN COMMON COMBINATION COMPARTMENT CONCRETE CONFERENCE CONFERENCE CONNECTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) COORDINATE CORPER COMPRESS(ED), (ION), (IBLE) CARPET(ED) COLD ROLLED STEEL CAST STONE	FBD FBRK FCBRK FD FD FD FE FFE FFE FFE FFE FFE FFE FFE FFE FFE	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOOR FLOORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RETARDANT TREATED WOOD
CFCI CFLG CFLG CFLG CHBD CCHBC CIRC CIRC CLIC CLIC CLIC CLIC CLIC CLI	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COUNTER COUNTER COUNTER COUNTER COLUMN COMBINATION COMPARTMENT CONCRETE CONFERENCE CONFERENCE CONFERENCE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) COORDINATE COCOPPER COMPRESS(ED), (ION), (IBLE) CARPET(ED) COLD ROLLED STEEL	FBD FBRK FCBRK FD TN FE FEA FFEL FFEL FFEL FFEL FFEL FFEL FFEL FFEL	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF FINISH FACE OF GRID FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RATED FIRE RETARDANT TREATED WOOD FREEZER FAR SIDE FASTEN, FASTENER FOOT OR FEET
CFCI CFLOI CFLOI CFLOI CFLOI CHBD CHBC CIRC CLIC CLIC CLIC CLIC CLIC CLIC CLI	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COUNTER COUNTER COLUMN COMBINATION COMPARTMENT CONCRETE CONFERENCE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) COORDINATE CORPER COUNTEC CONPER COUNTEC CONPER COMPRESS(ED), (ION), (IBLE) CARPET(ED) COLD ROLLED STEEL CAST STONE CASING COUNTERSUNK CASEMENT	FBD FBRK FCBRK FD TN FE C A FFEL FF FH FHWS FIN T ASH FLDG FLUN FOOF FOOM FOR FRED FRT FR	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF MASONRY FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RETARDANT TREATED WOOD FREEZER FAR SIDE FASTEN, FASTENER FOOT OR FEET FOOTING FURRED (ING)
CFCI CFLG CFLG CHBD CHFR CIRC CLI CLI CLI CLI CLI CLI CLI CLI CLI CL	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTROL JOINT CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COLUMN COMMON COMBINATION COMPARTMENT CONCRETE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT(OR) CONTRACT(OR) COORDINATE CORDINATE CORPER COUNTER COUNTER CONTRACT(OR) COORDINATE CORRIDOR COPPER COMPRESS(ED), (ION), (IBLE) CARPET(ED) COLD ROLLED STEEL CAST STONE CASEMENT CASEWORK CERAMIC TILE	FBD FBRK FCBRK FD TN FE C A BEL FFEL FFL FHWS FIN FLAG FLU FOOF FOOM FOR FOOF FREE FREE FREE FREE FREE FREE F	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF FINISH FACE OF GRID FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RATED FIRE RETARDANT TREATED WOOD FREEZER FAR SIDE FASTEN, FASTENER FOOT OR FEET FOOTING
CFCI CFLG CFLG CFLG CCHBD CCHBC CCHCC CCHC CCHCC CCHC CCHCC CCHCC CCHCC CCHCC CCHCC CCHCC CCHCC CCHCC CCHCC	CONTRACTOR FURNISH CONTRACTOR INSTALLED COUNTERFLASHING CONTRACTOR FURNISH OWNER INSTALLED CORNER GUARD CHALKBOARD CHAMFER CAST IRON CIRCLE CIRCULAR, CIRCUMFERENCE CONSTRUCTION JOINT CHAIN LINK CEILING CONTRACT LIMIT LINE CLOSURE CLEAR(ANCE) CLASSROOM COMPOSITION CONCRETE MASONRY UNIT CONCEALED CORNER COUNTER COLUMN COMMON COMBINATION COMPARTMENT CONCRETE CONSTRUCTION CONSTRUCTION CONSTRUCTION CONTRACT (OR) CONTRACT (OR) CONTRACT (OR) CONTRACT (OR) CONTRACT (OR) COORDINATE CORRIDOR COPPER COMPRESS(ED), (ION), (IBLE) CARPET(ED) COLD ROLLED STEEL CAST STONE CASEMENT CASEWORK	FBD FBRK FCD TN FE CA B FF FF FF FF FR FR FR FR FR FR FR FR FR	FIBERBOARD FIRE BRICK FACE BRICK FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FROM FLOOR ABOVE FROM FLOOR BELOW FINISHED FLOOR ELEVATION FINISHED FLOOR LINE FIBERGLASS FIRE HOSE CABINET FLATHEAD MACHINE SCREW FLATHEAD WOOD SCREW FINISH(ED) FLUSH JOINT FLASH(ING) FOLDING FLOORING FLOOR FLUORESCENT FIELD NAILING FACE OF CONCRETE FACE OF FINISH FACE OF GRID FACE OF MASONRY FACE OF STUDS FIREPLACE FIREPROOF(ING) FRAME(D), (ING) FIBER REINFORCED GYPSUM FIRE RESISTIVE GLAZING FIBERGLASS REINFORCED PLASTIC FIRE RATED FIRE RATED FIRE RETARDANT TREATED WOOD FREEZER FAR SIDE FASTEN, FASTENER FOOT OR FEET FOOTING FURRED (ING)

MS MTD

MOUNTED

METAL

GALV GB GFRC GI GL GLU LAM GLZ GLZCMU GND GPC GR LN GR BM GR GRBD GSB GSS GST GT GVL GYP	GALVANIZED GRAB BAR GLASS FIBER REINFORCED CONCRETE GALVANIZED IRON GLASS GLUE LAMINATED GLAZING GLAZED CONCRETE MASONRY UNITS GROUND GYPSUM PLASTER CEILING GRADE LINE GRADE BEAM GRADE, (ING) GARBAGE DISPOSER GYPSUM SHEATHING BOARD GALVANIZED STEEL SHEET GLAZED STRUCTURAL TILE GROUT GRAVEL GYPSUM	
HB HC HD HD JT HDAS HDR HDWD HEX HGR HLDN HMD HMDF HMF HNDRL HORIZ HPT HR HT HTG HVAC HWH	HOSE BIBB HOLLOW CORE HEAVY DUTY HEAD JOINT HEADED ANCHOR STUD HEADER HARDWARE HARDWOOD HEXAGONAL HANGER HOLD DOWN HOLLOW METAL HOLLOW METAL DOOR HOLLOW METAL DOOR AND FRAME HOLLOW METAL FRAME HANDRAIL HORIZONTAL HIGH POINT HOUR HEIGHT HEATING HEATING/VENTILATING/ AIR CONDITIONING HOT WATER HEATER	
ID INCL INSTL INSUL INT INV IPS	INSIDE DIAMETER INCLUDE(D), (ING) INSTALL INSULATE(D), (ION) INTERIOR INVERT IRON PIPE SIZE	
JAN JST JT	JANITOR JOIST JOINT	
KIT KO KPL	KITCHEN KNOCKOUT KICKPLATE	
LAB LAD LAM LAV LBL LBR LBS LDR LG LH LHR LKNT LKR LKWASH LLH LLV LMST LNDSCP LNTL LP LPT LT LT LT LT LT LT LV LW LWIC	LABORATORY LADDER LAMINATE(D) LAVATORY LABEL LUMBER POUND LEADER LENGTH LEFT HAND LEFT HAND REVERSE LOCKNUT LOCKER LOCKWASHER LONG LEG HORIZONTAL LONG LEG VERTICAL LIMESTONE LANDSCAPE(D) LINTEL LIGHTPROOF LOW POINT LIGHT LIGHT WEIGHT LEVEL(ER) LOUVER LIGHTWEIGHT CONCRETE LIGHTWEIGHT INSULATING CONCRETE	
MAINT MAS MATL MAX MB MBR MC MCB MCB MDO MECH MED MEMB MEZZ MFD MFR MH MIN MIRR MISC ML MLDG MLWK MO MOD MR MRB MRD MRB MRD MS	MAINTAIN(ANCE) MASONRY MATERIAL MAXIMUM MACHINE BOLT MEMBER MEDICINE CABINET METAL CORNER BEAD MEDIUM DENSITY OVERLAID MECHANICAL MEDIUM MEMBRANE MEZZANINE METAL FLOOR DECKING MANUFACTURE(ER) MANHOLE MINIMUM MIRROR MISCELLANEOUS METAL LATH MOLDING MILLWORK MASONRY OPENING MODULE (AR) MOISTURE RESISTANT MARBLE METAL ROOF DECKING MACHINE SCREW	

MTR	MORTAR	
MULL MVBL	MULLION MOVABLE	
MWP N	MEMBRANE WATER PROOFING NORTH	
NA	NOT APPLICABLE	
NAT NCOMBL	NATURAL NONCOMBUSTIBLE	
NE	NOT EXCEEDING	
NF NIC	NEAR FACE NOT IN CONTRACT	
NLB	NON-LOAD BEARING	
NM NO	NONMETALLIC NUMBER	
NOM	NOMINAL	
NR NRC	NOISE REDUCTION NOISE REDUCTION COEFFICIENT	
NRCA	NATIONAL ROOFING	
NS	CONTRACTORS ASSOCIATION NEAR SIDE	
NTS	NOT TO SCALE	······································
O/O OA	OUT TO OUT OVERALL	
OBS	OBSCURE	
OC OD	ON CENTER(S) OUTSIDE DIAMETER	
OFCI	OWNER FURNISHED -	
OFF	CONTRACTOR INSTALLED OFFICE	
OFOI	OWNER FURNISHED -	
OFS	OWNER INSTALLED OUTSIDE FACE OF STUD	
OHMS	OVALHEAD MACHINE SCREW	
OHWS OPH	OVALHEAD WOOD SCREW OPPOSITE HAND	
OPNG	OPENING	
OPP OPQ	OPPOSITE OPAQUE	
OPR ORD	OPERABLE	
OKD OVFL	OVERFLOW ROOF DRAIN OVERFLOW	
OVHD	OVERHEAD	
PAR PAT	PARALLEL PATTERN	
РВ	PANIC BAR	
PBD PC	PARTICLE BOARD PORTLAND CEMENT	
PCC	PRECAST CONCRETE	
PCP PED	PORTLAND CEMENT PLASTER PEDESTAL	
PERF	PERFORATE(D)	
PERIM PERP	PERIMETER PERPENDICULAR	
PGBD	PEGBOARD	
PH PHS	PHASE PHILLIPS HEAD SCREW	
PI	POINT OF INTERSECTION	
PIV PL	POST INDICATOR VALVE PROPERTY LINE	
PLAM	PLASTIC LAMINATE	
PLAS PLBG	PLASTER PLUMBING	
PLYWD	PLYWOOD	
PNEU PNL	PNEUMATIC PANEL	
PNT	PAINT(ED)	
POL POLY	POLISHED POLYETHYLENE	
PORC	PORCELAIN PORTABLE	
PORT PR	PORTABLE PAIR	
PRCST	PRECAST	
PREFAB PREFIN	PREFABRICATE(D) PREFINISHED	
PREFMD	PREFORMED	
PRKG PRML	PARKING PREMOLDED	
PROJ	PROJECT	
PROP PSCONC	PROPERTY PRESTRESSED CONCRETE	
PT	POINT	
PTCONC PTD	POST TENSIONED CONCRETE PAPER TOWEL DISPENSER	
PTN	PARTITION	
PTR PVC	PAPER TOWEL RECEPTOR POLYVINYL CHLORIDE	
PVG PVMT	PAVE(D), (ING) PAVEMENT	
QT	QUARRY TILE	
QTB	QUARRY TILE BASE	
QTF QTR	QUARRY TILE FLOOR QUARTER	
QTY	QUANTITY	_
R RA	RISER RETURN AIR	
RAB RAD	RABBET RADIUS	
RB	RESILIENT BASE	
RBR RCP	RUBBER REINFORCED CONCRETE PIPE	
RCVR	RECEIVER	
RD RDGINS	ROOF DRAIN RIGID INSULATION	
RDWY	ROADWAY	
REBAR REC	REINFORCING STEEL BARS RECESSED	
RECT	RECESSED RETANGULAR	
REF REFL	REFERENCE	
REFR	REFLECT(ED), (IVE), (OR) REFRIGERATOR	
REG REINF	REGISTER REINFORCE(D) (ING) (MENT)	
REM	REINFORCE(D), (ING), (MENT) REMOVE(ABLE)	
REPL	REPAIR REPLACE	
REQD	REQUIRED	
RESIL RET	RESILIENT RETURN	
	1 3 mm 1 307 1 31 T	

REVISION(S), REVISED

RESILIENT FLOORING

ROOFING

RFH	ROOF HATCH
RH	RIGHT HAND
RHMS	ROUND HEAD MACHINE SCREW
RHR	RIGHT HAND REVERSE
RHWS	ROUND HEAD WOOD SCREW
RL RLG	ROOF LEADER RAILING
RM	ROOM
RND	ROUND
RO ROW	ROUGH OPENING RIGHT OF WAY
RS	ROUGH SAWN
RTF	RUBBER TILE FLOORING
RTU RV	ROOF TOP UNIT ROOF VENT
RVL	REVEAL
RVS	REVERSE (SIDE)
RVT RWD	RIVET(ED) REDWOOD
RWL	RAIN WATER LEADER
S S2S	SOUTH SURFACED TWO SIDES
S4S	SURFACED FOUR SIDES
SA	SUPPLY AIR
SALV SAT	SALVAGE SUSPENDED ACOUSTICAL TILE
SB	SPLASH BLOCK
SBSTR SC	SUBSTRATE SOLID CORE
SCD	SEAT COVER DISPENSER
SCHED	SCHEDULE
SCP SCRN	SCUPPER SCREEN
SD	STORM DRAIN
SDBL	SANDBLAST
SECT SGL	SECTION SINGLE
SHR	SHOWER
SHT	SHEET(ING)
SHTHG SHV	SHEATHING SHELVES (ING)
SIM	SIMILAR
SKLT	SKYLIGHT
SLD SLDG	SEALED SLIDE (ING)
SLDR	SOLDER
SLNT	SEALANT SLEEVE
SLV SMACNA	SLEEVE SHEET METAL AND AIR
	CONDITIONING CONTRACTORS
SMLS	NATIONAL ASSOCIATION SEAMLESS
SND	SANITARY NAPKIN DISPENSER
SNDINS	SOUND INSULATION
SNDU	SANITARY NAPKIN DISPOSAL UNIT
SNT	SEALANT
SPC SPD	SUSPENDED PLASTER CEILING SOAP DISPENSER
SPEC	SPECIFICATION(S) (ED)
SPRT	SUPPORT
SQ SSK	SQUARE SERVICE SINK
SST	STAINLESS STEEL
STAC	STATION
STAG STC	STAGGERED SOUND TRANSMISSION CLASS
STD	STANDARD
STG STIF	SEATING STIFFENER
STIR	STIRRUP
STL	STEEL
STOR STR	STORAGE STRAIGHT
ST	STREET
STRCT STU	STRUCTURAL STRUCT
SUSP	SUSPENDED
SV SYMM	SHEET VINYL SYMMETRICAL
SYNTH	SYNTHETIC
SYS	SYSTEM
т	TREAD
T T&B	TREAD TOP AND BOTTOM
ТВ	THRU BOLT
TBE TBM	THREADED BOTH ENDS TEMPORARY BENCH MARK
TD	TOWEL DISPENSER
TDR	TOWEL DISPENSER/
TEL	RECEPTACLE TELEPHONE
TEMP	TEMPORARY
TER TFA	TERRAZZO TO FLOOR ABOVE
TFB	TO FLOOR ABOVE TO FLOOR BELOW
T & G	TONGUE & GROOVE
THD THERM	THREAD(ED) THERMAL
THK	THICK(NESS)
THRES TKBD	THRESHOLD TACKBOARD
TMPD	TEMPERED
TOB	TOP OF BEAM
TOC TOF	TOP OF CURB TOP OF FOOTING
TOFF	TOP OF FINISH FLOOR
TOJ TOL	TOP OF JOIST TOLERANCE
TOM	TOP OF MASONRY
TOPY	TOP OF PARAPET
TOPV TOS	TOP OF PAVEMENT TOP OF SHEATHING
TOSL	TOP OF SLAB
TOST	TOP OF STEEL TOP OF WALL
TPD	TOILET PAPER DISPENSER
TOTAL	TOUR TARRESTORY

TUBE STEEL

TOWEL BAR

TELEVISION

TYPICAL

TOILET PARTITION

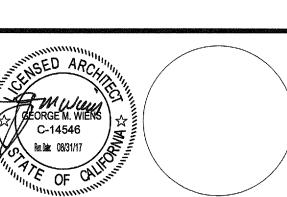
TYP

C GND - NFIN ON R AR B CT EST FAT F I NR R I NC - / /W /O BL C D DP	UNDERCUT UNDERGROUND UNDERWRITERS LABORATORY UNFINISHED UNLESS OTHERWISE NOTED URINAL VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD WOOD PANELING
NFIN ON R AR B CT ERT EST FAT F I NR R I NC // // // // D BL C D DP	UNDERWRITERS LABORATORY UNFINISHED UNLESS OTHERWISE NOTED URINAL VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
NFIN ON R AR B CT ERT EST FAT F VR R TR VC //W //O BL C D DP	UNFINISHED UNLESS OTHERWISE NOTED URINAL VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
NFIN ON R AR B CT ERT EST FAT F VR R TR VC //W //O BL C D DP	UNFINISHED UNLESS OTHERWISE NOTED URINAL VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
ON R AR B CT ERT EST FAT F I NR R I NC // // // O BL C D DP	UNLESS OTHERWISE NOTED URINAL VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
RAR B CT ERT EST FAT F VR R CR VC V V O BL C D DP	URINAL VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
AR B CT ERT EST FAT F NR R FR NC	VARIES VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
B CT ERT EST FAT FAT FR VC VC V/O BL C D DP	VINYL BASE VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
CT ERT EST FAT F I NR R IR NC IN	VINYL COMPOSITION TILE VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
ERT EST FAT F I NR R IR NC // /W /O BL C D DP	VERTICAL VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
EST FAT F I NR R IR NC // // // // BL C D DP	VESTIBULE VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
FAT F I NR R IR NC // /W /O BL C D DP	VINYL FACED ACOUSTIC TILE VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
F J NR R R FR NC / / / D BL C D DP	VERIFY IN FIELD V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
NR NR FR NC / /W /O BL C D DP	V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
NR NR FR NC / /W /O BL C D DP	V-JOINT(ED) VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
NR R IR NC / / /W /O BL C D DP	VENEER VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
R FR WC // /W /O BL C D DP	VAPOR RETARDER VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
FR NC / /W /O BL C D DP	VENT THROUGH ROOF VINYL WALL COVERING WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
NC / /W /O BL C D DP	WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
/ /W /O BL C D	WITH WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
/W /O BL C D DP	WALL TO WALL WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
/O BL C D DP	WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
/O BL C D DP	WITHOUT WEST WOOD BLOCKING WATER CLOSET WOOD
BL C D DP	WEST WOOD BLOCKING WATER CLOSET WOOD
BL C D DP	WOOD BLOCKING WATER CLOSET WOOD
C D DP	WATER CLOSET WOOD
D DP	WOOD
DP	
	WOOD PANELING
PN1 8 /	WOOD! MILLING
DW	WINDOW
F	WIDE FLANGE
FS	WOOD FURRING STRIP
GL	WIRED GLASS
H	WALL HUNG
	WROUGHT IRON
ID	WIDTH, WIDE
	WELD(ED)
	WIRE MESH
P	WATERPROOF(ING)
PT	WORKING POINT
R	WIRE ROPE
	WOOD SCREW
	WAINSCOT
	WEIGHT
	WELDED WIRE FABRIC
VVF	WELDED WIRE FABRIC
BRACE	CROSS BRACE
MR	TRANSFORMER
SECT	CROSS SECTION
00	YARD CLEANOUT
)	YARD
	LD M P T R S SCT T WF BRACE EMR SECT CO

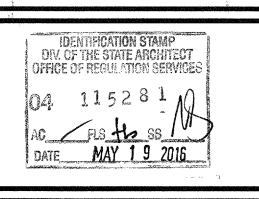


8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA CALIFORNIA 91730-0729 TEL: 909-987-0909 www.wlcarchitects.com

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT 24040 HAYES AVENUE MURRIETA, CA 92562 THOMPSON MIDDLE SCHOOL PARKING LOT IMPROVEMENTS



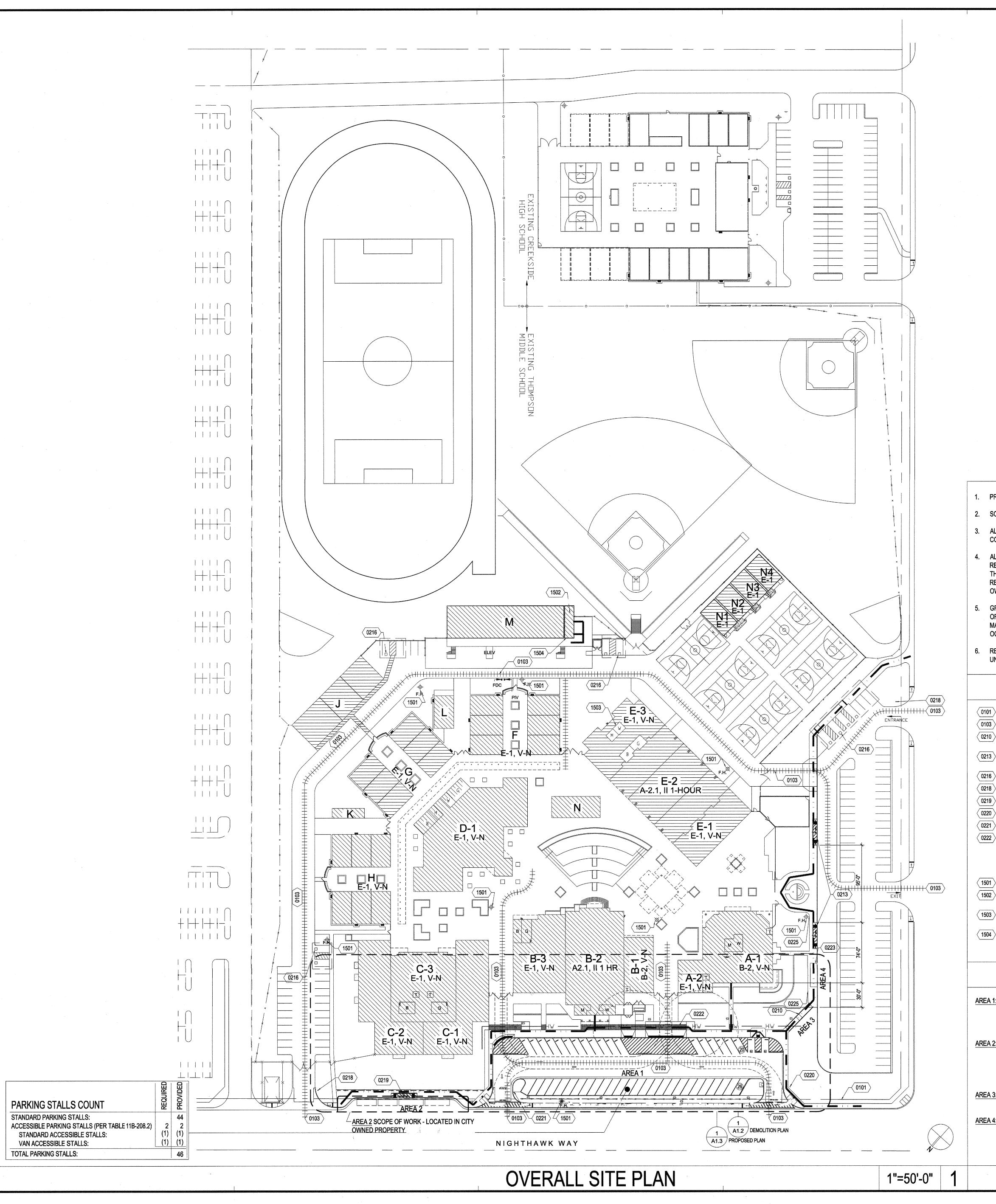
CONSULTANT



NO	DATE	BY	DESCRIPTION
		DV	DECODIDATION

CHECKED: GWiens, LCox DRAWN: ATorres **DATE**: 5/12/2016 **SCALE**: PROJECT NUMBER: 1522500

ARCHITECTURAL DRAWING **ABBREVIATIONS**



2. SOIL BEARING PRESSURE: 1000 P.S.F.

ALL MATERIALS AND DEBRIS FROM AREA SHALL BE TAKEN TO A PUBLIC. COUNTY OR CITY OPERATED DISPOSAL SITE.

ALL AREAS IN WHICH WORK IS DONE SHALL BE LEFT CLEAN AND IN GOOD REPAIR.ANY DAMAGE DONE TO EXISTING FENCE, PAVING, OR LANDSCAPE BY THE CONTRACTOR, SUB-CONTRACTORS, OR THEIR EMPLOYEES SHALL BE REPAIRED TO THE SATISFACTION OF THE ARCHITECT AT NO COST TO THE

GRATINGS LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY IN THE PATH OF TRAVEL SHALL HAVE GRID OPENINGS IN GRATINGS LIMITED TO 1/2" MAXIMUM IN SIZE IN THE DIRECTION OF TRAFFIC FLOW. IF SUCH CONDITION

UNDER THIS CONTRACT.

NEW COMPLIANT CONCRETE RAMP WITH GUARDRAILS AT EA. SIDE -W/ POST @ 6'-0" O.C. & 3 HORIZ. RAILS - SEE DETAIL 9/A1.4 & 13/A1.4 REPLACE (E) RAMP W/ NEW ACCESSIBLE DROP-OFF ZONE (ONE

NEW ACCESSIBLE RAMP AT NEW BUS DROP-OFF

INSTALL "DO NOT ENTER" SIGN - SEE DETAIL 2/A1.4

INCLUDE MIN. 2% SLOPE IN ANY DIRECTIONS)

PATCH HARDSCAPE AREA WHERE SAW CUT (TO ACCOMMODATE IRRIGATION LINES & VALVE WIRING - REF LANDSCAPE DWGS.). NEW PATCHED AREAS ARE TO BE LEVELED WITH (E) TO REMAIN AREAS AND SLOPE IS TO BE ACCESSIBLE PATH OF TRAVEL COMPLIANT (TO

(E) STUDENT ACCESSIBLE RESTROOMS PER A#04-103356, RELOCATE

(E) STAFF ACCESSIBLE RESTROOMS PER A#04-103356, RELOCATE TISSUE DISPENSER PER DET 15/A1.4

REFERENCE KEYNOTES

AREA 2: REVISE DESIGN OF EXISTING CURB AND WALK TO INCLUDE A BUS LOADING LANE, CURB, AND 12' WIDE WALK/LANE. - THIS AREA 2 SCOPE OF WORK - LOCATED IN CITY OWNED PROPERTY-TO BE REVIEWED AND APPROVED BY THE CITY,

AREA 3: REPLACE (E) RAMP WITH ACCESSIBLE COMPLIANT RAMP - TO INCLUDE INTERMITTENT LANDING AND RAILS AT EACH SIDE.

AREA 4: DEMOLISH (E) RAMP, AND ADD TWO NEW ACCESSIBLE DROP-OFF AREA.

CURRENT SCOPE OF WORK

EXISTING ADMINISTRATION BUILDING **EXISTING MULTI-PURPOSE BUILDING** EXISTING LABORATORIES BUILDING EXISTING INFOR. CENTER BUILDING EXISTING P.E. PAVILION BUILDING

EXISTING RELOCATABLE CLSRM. BLDGS EXISTING RELOCATABLE CLSRM. BLDGS. EXISTING RELOCATABLE CLSRM. BLDG. EXISTING RELOCATABLE TOILET BLDG. EXISTING RELOCATABLE CLSRM. BLDG.

OCCURS, MANUFACTURERS CUT-SHEETS WILL BE PROVIDED FOR REVIEW.

REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL SCOPE OF WORK

GENERAL NOTES

(E) PROPERTY LINE

(E) FIRE LANE

WITHIN EVERY 100' - SEE DETAIL 10/A1.4

(E) ACCESSIBLE PARKING PER A#04-106909
(E) ACCESSIBLE PARKING SIGNAGE PER A#04-106905 DETAIL GALA

NEW ACCESSIBLE PARKING SIGN - REF DETAIL 6/A1.4

(E) FIRE HYDRANT

TISSUE DISPENSER PER DET 15/A1.4

(E) ACCESSIBLE DRINKING FOUNTAIN PER A#04-103356

AREA 1: REVISE DESIGN AT EXISTING DROP-OFF LANE, ASPHALT PAVING, PLANTING AREA, WALKS & CURBS, ELECTRICAL TO INCLUDE 47 NEW PARKING STALLS. EXISTING CAR DROP-OFF LANE & APPROACHES TO

AND NOT IN BY DSA.

(DSA NO. 4-100979) (DSA NO. 4-100979) (DSA NO. A61167) (DSA NO. A61167) (DSA NO. 4-10979) (DSA NO. A63015 EXISTING RELOCATABLE CLSRM. BLDGS (DSA NO. A63015) (DSA NO. A63015) (DSA NO. A63015)

(DSA NO. A63015) (DSA NO. A63015) EXISTING RELOCATABLE CLSRM & TOILET BLDG.

(DSA NO. 4-103356) (DSA NO. 4-106909) EXISTING LUNCH SHELTER EXISTING BUS LOOP (DSA NO. A61159)

EXISTING FIRE ACCESS LANE (DSA NO. A61159) EXISTING STAFF/VISTOR PARKING (DSA NO. A61159) EXISTING PARKING (DSA NO. A61159) EXISTING STUDENT PARKING (DSA NO. A61159) (DSA NO. A61159) EXISTING HARDSCAPE **EXISTING PLAYFIELD**

(DSA NO. A61159) EXISTING TRASH/UTILITIES ENCLOSURE (DSA NO. 4-100979) 10 EXISTING STAFF/VISITOR PARKING (DSA NO. 4-100979)

> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN

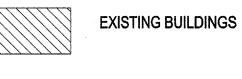
DURING CONSTRUCTION IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

THESE CONSTRUCTION DOCUMENTS.

OPENINGS IN GRATINGS OR STRAINERS LOCATED IN PEDESTRIAN WAYS OR IN P.O.T. SHALL NOT ALLOW PASSAGE OF A SPHERE MORE THAN $\frac{1}{2}$ " IN DIAMETER. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL IN COMPLIANCE WITH SECTION 11B-302.3.

--- --- NEW FENCE

DETECTABLE WARNING - 3" WIDE STRIP



PATCH HARDSCAPE AREA WHERE SAW CUT TO ACCOMMODATE IRRIGATION LINES - PER LANDSCAPE DWGS.

F.H EXISTING FIRE HYDRANTS

LEGEND

DRAWING A1.1 NUMBER:

ARCHITECTS

PASSION DRIVEN

CLIENT FOCUSED

SOUTHERN CALIFORNIA

8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA

CALIFORNIA 91730-0729

TEL: 909-987-0909

www.wlcarchitects.com

. IMPROVEMENTS

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PARKIN

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HOMP

C-14546

Ran Date: 08/31/17

CONSULTANT

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

Pris to 38 M

NO DATE BY DESCRIPTION

DRAWN: AGWres

REVISIONS

DATE: 5/12/2016 **SCALE:** 1" = 50'-0

OVERALL

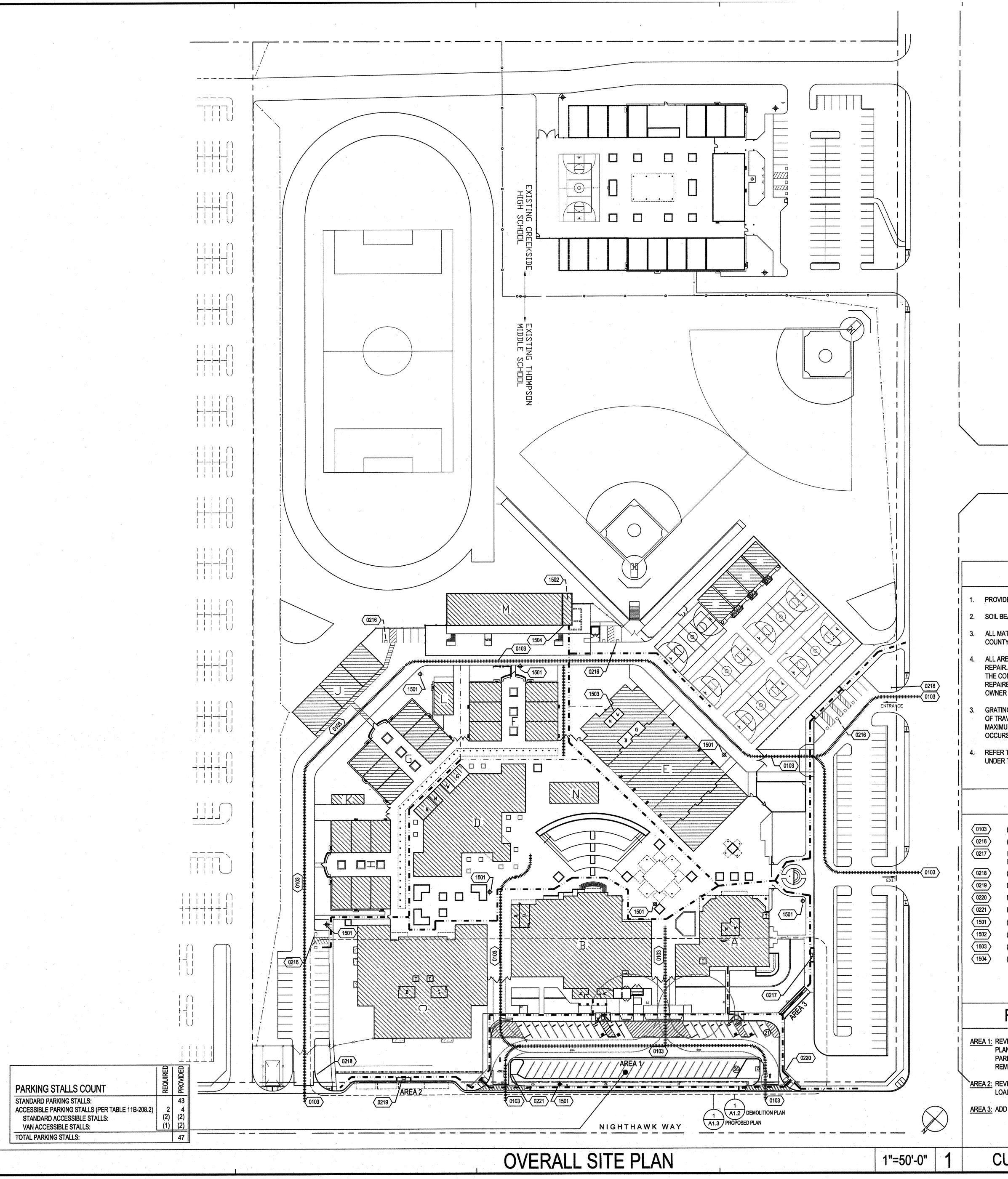
SITE PLAN

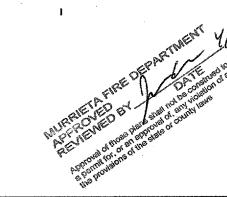
PROJECT NUMBER: 1522500

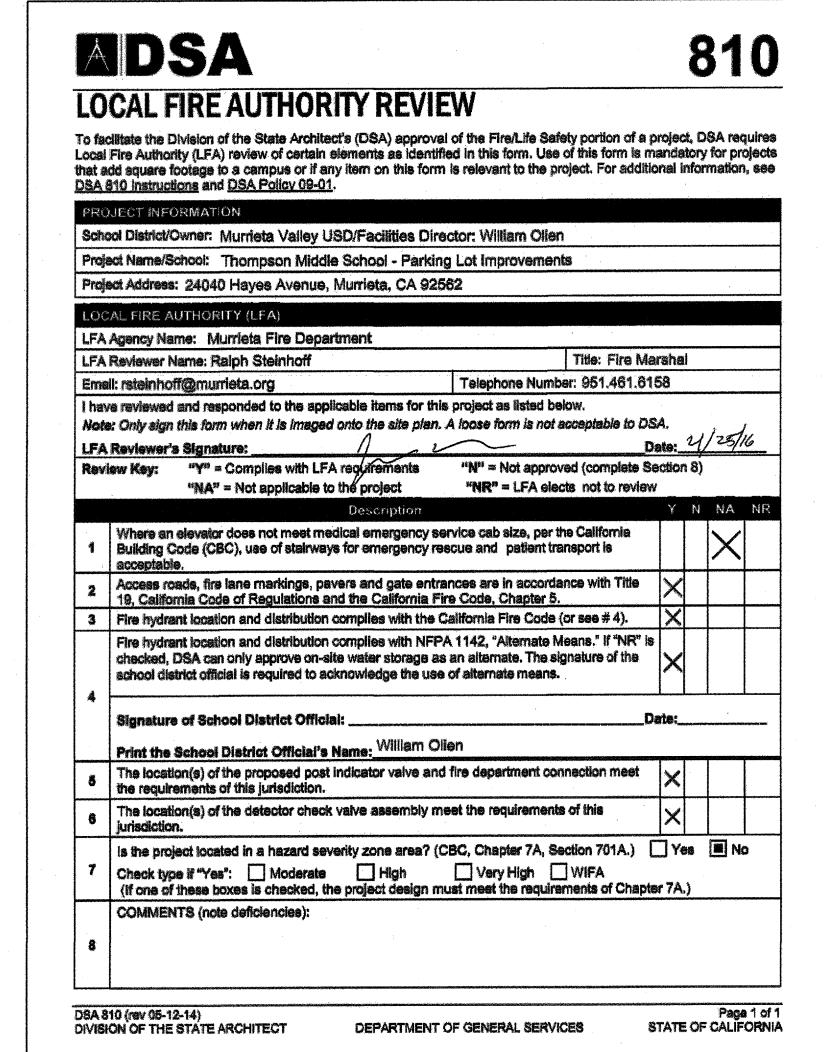
CHECKED: GWWs

DATE MAY 1 9 2016

SCHOOL







LOCAL FIRE AUTHORITY REVIEW & APPROVAL

1.	PROVIDE MEDIUM BROOM FINISH CONCRETE, WHERE IT OCCUI	RS

2. SOIL BEARING PRESSURE: 1000 P.S.F.

ALL MATERIALS AND DEBRIS FROM AREA SHALL BE TAKEN TO A PUBLIC, COUNTY OR CITY OPERATED DISPOSAL SITE.

ALL AREAS IN WHICH WORK IS DONE SHALL BE LEFT CLEAN AND IN GOOD REPAIR.ANY DAMAGE DONE TO EXISTING FENCE, PAVING, OR LANDSCAPE BY THE CONTRACTOR, SUB-CONTRACTORS, OR THEIR EMPLOYEES SHALL BE REPAIRED TO THE SATISFACTION OF THE ARCHITECT AT NO COST TO THE

GRATINGS LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY IN THE PATH OF TRAVEL SHALL HAVE GRID OPENINGS IN GRATINGS LIMITED TO 1/2" MAXIMUM IN SIZE IN THE DIRECTION OF TRAFFIC FLOW. IF SUCH CONDITION OCCURS, MANUFACTURERS CUT-SHEETS WILL BE PROVIDED FOR REVIEW.

REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL SCOPE OF WORK UNDER THIS CONTRACT.

GENERAL NOTES

(E) FIRE TRUCK LANE (E) ACCESSIBLE PARKING PER A#04-106909 REVISE (E) PASSENGER DROP-OFF W/ SIDE LOADING & RAMP W/

NEW ACCESSIBLE RAMP (E) ACCESSIBLE PARKING SIGNAGE PER A#04-103356

NEW ACCESSIBLE RAMP AT NEW BUS DROP-OFF NEW ACCESSIBLE PARKING SIGN - REF DETAIL 13/A1.4 INSTALL "DO NOT ENTER" SIGN - SEE DETAIL 9/A4.1

(E) FIRE HYDRANT (E) STUDENT ACCESSIBLE RESTROOMS PER A#04-103356

(E) STAFF ACCESSIBLE RESTROOMS PER A#04-103356 (E) ACCESSIBLE DRINKING FOUNTAIN PER A#04-103356

REFERENCE KEYNOTES

AREA 1: REVISE DESIGN AT EXISTING DROP-OFF LANE, ASPHALT PAVING, PLANTING AREA, WALKS & CURBS, ELECTRICAL TO INCLUDE 47 NEW PARKING STALLS. EXISTING CAR DROP-OFF LANE & APPROACHES TO

AREA 2: REVISE DESIGN OF EXISTING CURB AND WALK TO INCLUDE A BUS LOADING LANE, CURB, AND 12' WIDE WALK/LANE.

AREA 3: ADD GUARDRAILS AT EXISTING CONCRETE RAMP

CURRENT SCOPE OF WORK

(DSA NO. 4-100979) EXISTING ADMINISTRATION BUILDING (DSA NO. 4-100979) **EXISTING MULTI-PURPOSE BUILDING** (DSA NO. A61167) EXISTING LABORATORIES BUILDING (DSA NO. A61167) **EXISTING INFOR. CENTER BUILDING** (DSA NO. 4-10979) EXISTING P.E. PAVILION BUILDING (DSA NO. A63015) EXISTING RELOCATABLE CLSRM. BLDGS (DSA NO. A63015) (DSA NO. A63015) (DSA NO. A63015)

EXISTING RELOCATABLE TOILET BLDG.

EXISTING RELOCATABLE CLSRM. BLDG.

EXISTING RELOCATABLE CLSRM & TOILET BLDG.

(DSA NO. A63015)

(DSA NO. A63015)

(DSA NO. 4-103356)

(DSA NO. 4-106909) **EXISTING LUNCH SHELTER** (DSA NO. A61159) **EXISTING BUS LOOP** (DSA NO. A61159) EXISTING FIRE ACCESS LANE **EXISTING STAFF/VISTOR PARKING** (DSA NO. A61159) (DSA NO. A61159) EXISTING PARKING (DSA NO. A61159) **EXISTING STUDENT PARKING** (DSA NO. A61159) **EXISTING HARDSCAPE** (DSA NO. A61159) **EXISTING PLAYFIELD** (DSA NO. 4-100979) EXISTING TRASH/UTILITIES ENCLOSURE (DSA NO. 4-100979) EXISTING STAFF/VISITOR PARKING

> - ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESSIBLE ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" BEVELED AT 1:12 MAX SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE **DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE** FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM VERIFY THAT ALL BARRIERS IN THE PATH OF TRAVEL HAVE BEEN REMOVED OR WILL BE REMOVED UNDER THIS PROJECT AND PATH OF TRAVEL COMPLIES WITH 2013 CBC, CHAP. 11B.

FIRE (TRUCK) LANE

-*--*- NEW FENCE

DETECTABLE WARNING - 2" WIDE STRIP



EXISTING BUILDINGS

OVERALL SITE PLAN FIRE

DATE: 03/10/2016 | SCALE: 1" = 50'-0'

PROJECT NUMBER: 1522500

CHECKED: GW

A1.1F NUMBER:

LEGEND

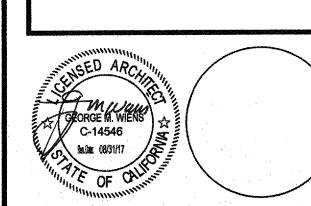
SOUTHERN CALIFORNIA

8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA CALIFORNIA 91730-0729

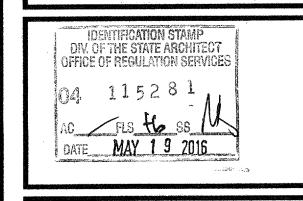
> TEL: 909-987-0909 www.wlcarchitects.com

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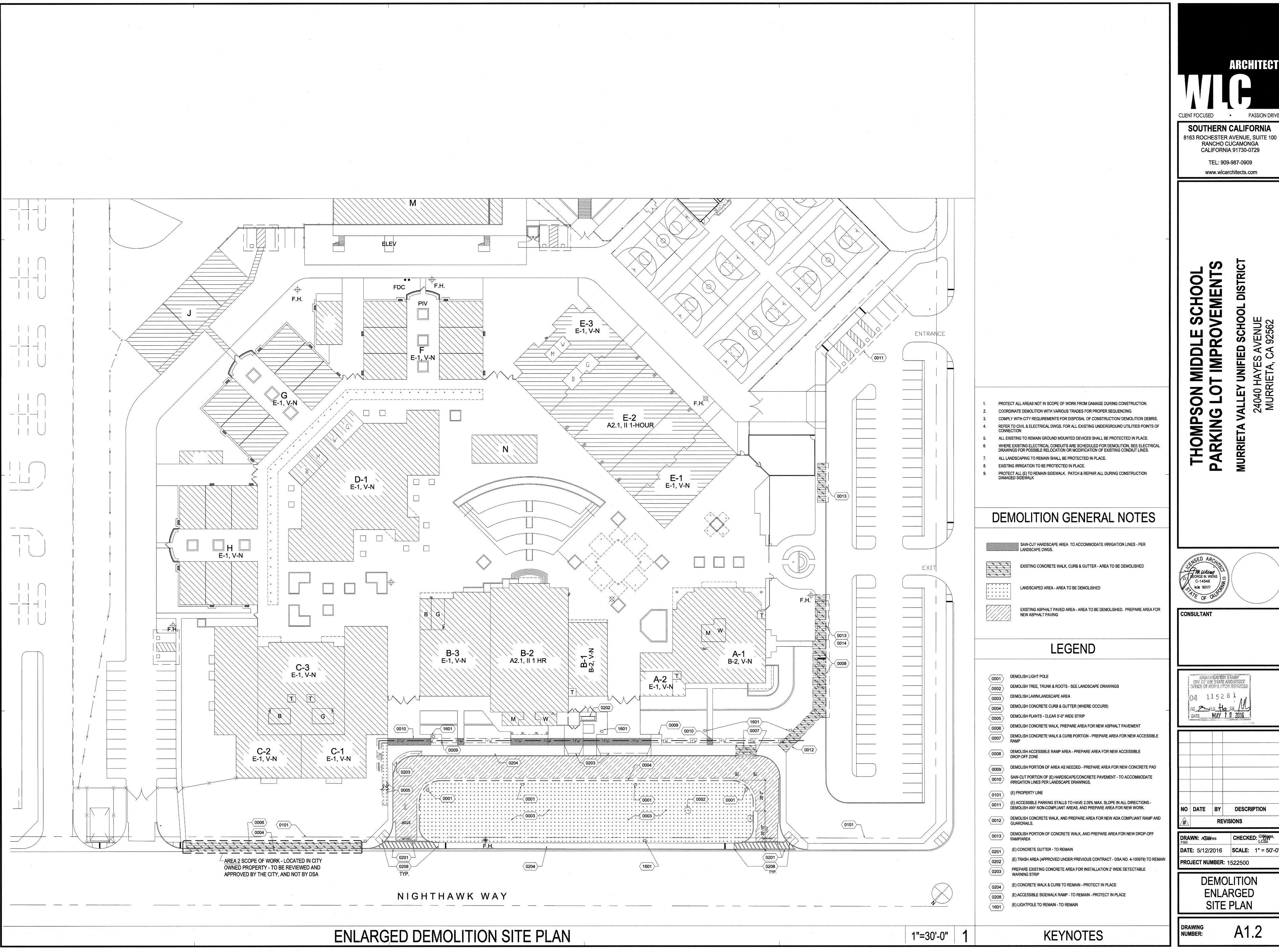
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CONSULTANT



NO DATE BY DESCRIPTION



TEL: 909-987-0909 www.wlcarchitects.com

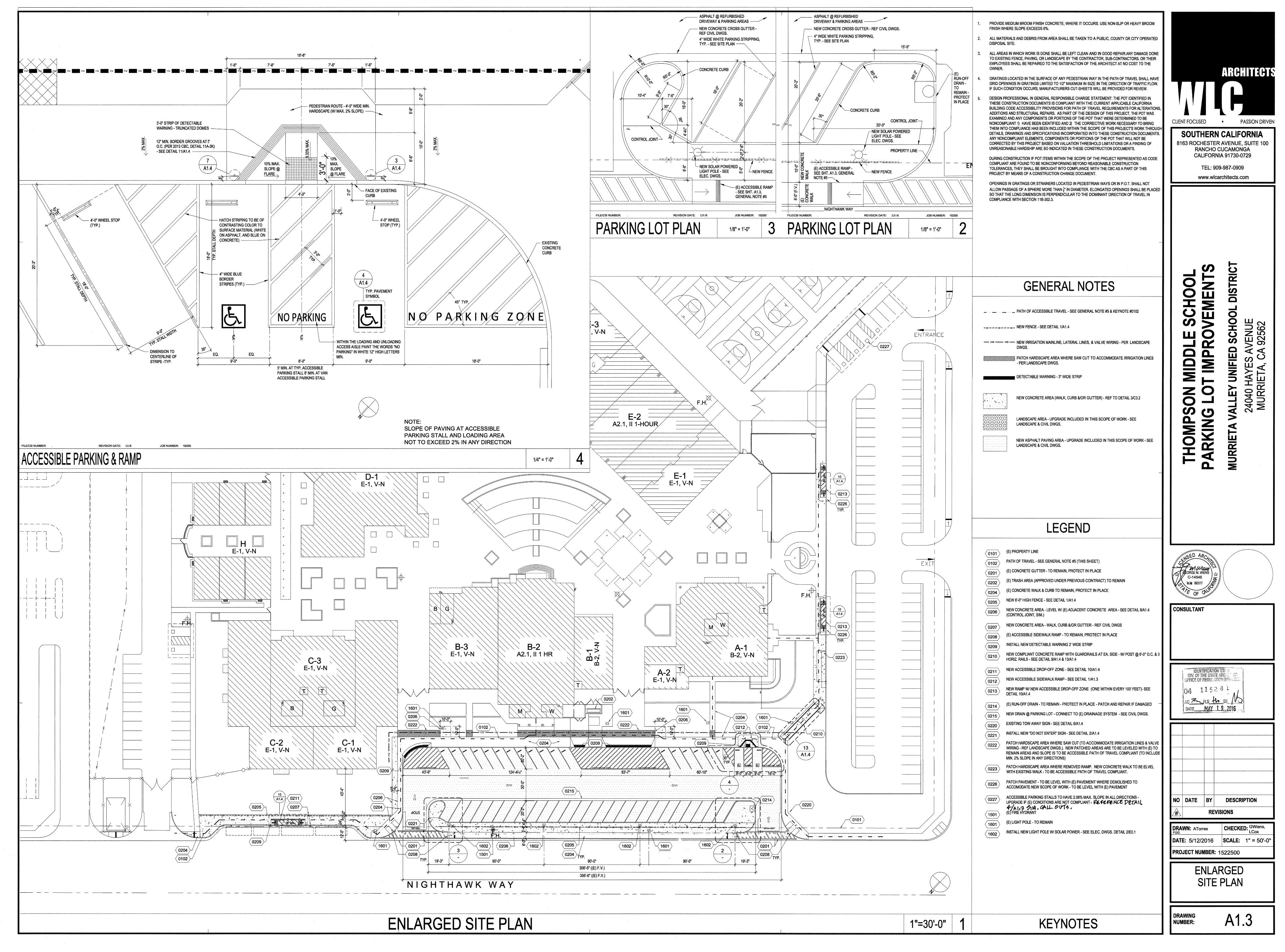
GEORGE M. WIENS C-14546

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES 04 115281 DATE MAY 1 9 2016

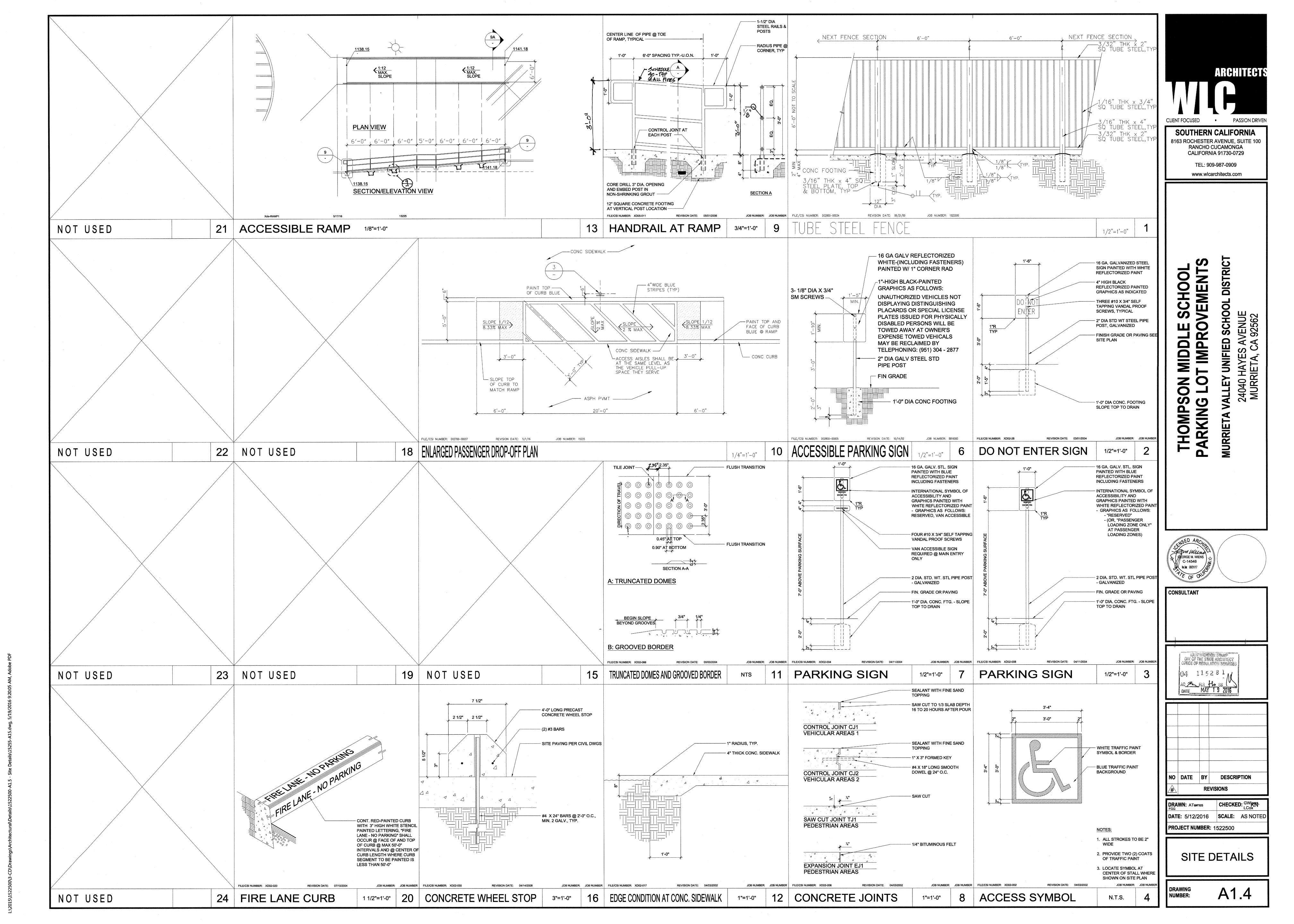
NO DATE BY DESCRIPTION

CHECKED: GWWs DRAWN: AGWres **DATE:** 5/12/2016 **SCALE:** 1" = 50'-0' PROJECT NUMBER: 1522500

> DEMOLITION ENLARGED SITE PLAN



L:\2015\1522500\3-CD\Drawings\Architectura\\1522500A13-Enl New Site Pln.dwg, 5/18/2016 12:20:2



THOMPSON MIDDLE SCHOOL PARKING LOT IMPROVEMENTS MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

MURRIETA, CA 92562

GRADING NOTES

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE 1. CALIFORNIA BUILDING CODE, AND THE PRELIMINARY GEOTECHNICAL INVESTIGATION PREPARED BY LEIGHTON CONSULTING, INC ON MARCH 22, 2016. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (APWA GREEN BOOK), LATEST EDITION AND AMENDMENTS.

RECORD AND/OR HIS REPRESENTATIVE WILL DETERMINE WHICH SPECIAL REQUIREMENT AND/OR CODE WILL GOVERN.

- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING AND DISPOSAL OF THE SECTION 400-4.3, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST
- 3. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS IN
- 4. NO FILL SHALL BE PLACED ON THE EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, DELETERIOUS MATERIAL AND SCARIFIED PER THE

ACCORDANCE WITH CITY, COUNTY, AND STATE ORDINANCES AND STATUTES.

- 5. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL. ANY CUT SLOPE THAT IS NOT STABLE SHALL BE OVEREXECAVATED AND RECOMPACTED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- 6. FILLS SHALL BE COMPACTED THROUGHOUT TO 90% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D1557-91 MODIFIED PROCTORED TEST BY THE GEOTECHNICAL 8. PROVIDE WEAKENED PLANE JOINTS IN CONCRETE CURBS 10' ON CENTERS.
- 7. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED BY THE GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE PRIOR TO PLACING OF FILL.
- 8. ALL EXISTING FILLS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND STATE
- INSPECTOR OR HIS REPRESENTATIVE BEFORE ANY ADDITIONAL FILLS ARE ADDED. 9. THE EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND BACKFILLED AND APPROVED BY THE GRADING INSPECTOR AND GEOTECHNICAL 1.
- 10. SLOPES EXCEEDING FIVE FEET IN HEIGHT MUST BE PLANTED WITH AN APPROVED
- BE ONSITE AND THE AGENCY WITH JURISDICTION IF IT IS TO BE OFFSITE.
- 12. ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE SITE GEOTECHNICAL ENGINEER AND PER THE APWA.
- 13. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY AN ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL RECOMMEND NECESSARY TREATMENT TO THE PROJECT ARCHITECT FOR APPROVAL.
- 14. WHEN CUT PADS ARE BROUGHT TO NEAR GRADE, THE ENGINEERING GEOLOGIST SHALL

 5. THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID DAMAGE TO EXISTING DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FAULTED AND WILL READILY TRANSMIT WATER, IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND GEOTECHNICAL ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED.
- 15. THE FINAL COMPACTION REPORT AND APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL CONTAIN THE TYPE OF FIELD TESTING PERFORMED. THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE, NUCLEAR GAGE, OR DRIVE RING SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE
- 16. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE.
- 17. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE
- 18. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION, ESPECIALLY DURING STORM CONDITIONS AND APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING THE GRADING PROJECT. IN ALL CASES, THE CONTRACTOR AND/OR DEVELOPER SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE
- 19. ALL WATER WELLS SHALL BE ABANDONED IN COMPLIANCE WITH THE COUN™ STANDARDS AND IN ACCORDANCE WITH THE STATE DEPARTMENT OF WATER RESOURCES.
- 20. ALL EXISTING SEWERS, CESSPOOLS, AND SEPTIC TANKS OR OTHER SEWAGE DISPOSAL SOLE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE AND DETERMINE. FACILITIES SHALL BE ABANDONED IN COMPLIANCE WITH THE CALIFORNIA PLUMBING CODE AND TO THE APPROVAL OF THE GEOTECHNICAL ENGINEER AND GRADING INSPECTOR..
- 21. EXPORT SOILS MUST GO TO A LEGAL DUMP SITE OR TO A PERMITTED SITE APPROVED BY THE LOCAL AGENCY HAVING JURISDICTION.
- 22. PERMISSION IS REQUIRED FROM THE ADJACENT PROPERTY OWNER WHENEVER WORK IS PROPOSED ACROSS THE PROPERTY LINE.
- 23. ANY DIRT, ROCK OR CONSTRUCTION MATERIAL THAT MAY BE TRACKED OR DROPPED RELOCATION OF ANY EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED

EQUIPMENT ASSOCIATED WITH THE PROJECT SHALL BE CLEANED OR REMOVED DAILY.

- 24. DIRT ACCESS RAMPS OVER CURB AND GUTTER TO CONSTRUCTION SITE ARE NOT ALLOWED. WHEN NECESSARY FOR ENTRANCE TO SUCH CONSTRUCTION SITES, ASPHALT RAMPS WITH A MINIMUM 3" DIAMETER PIPE WILL BE CONSTRUCTED TO CONVEY GUTTER DRAINAGE. ALL BASE, GRAVEL, SOIL OR OTHER MATERIAL CARRIED INTO THE ROADWAY BY CONTRACTORS PERSONNEL OR EQUIPMENT WILL BE CLEANED AS NECESSARY AND NO LESS THAN ONCE A DAY. TRUCKS HAULING BASE, GRAVEL, FILL OR EXPORT MATERIALS WITHIN CITY LIMITS WILL BE TARPED AS NECESSARY TO PREVENT MATERIAL FROM
- 25. PRIOR TO ANY CONSTRUCTION WHICH INVOLVES HAZARDOUS CONDITIONS, THE 2. THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL PHASES OF WORK RELATING TO CONTRACTOR SHALL FIRST OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (DOSH).

SPILLING INTO THE ROADWAY.

- 26. PROPOSED REVISIONS TO THE GRADING PLAN SHALL BE DRAWN IN RED PENCIL ON BLUELINES OF THE APPROVED PLAN. THESE BLUELINES ARE THEN TO BE SUBMITTED TO 3. SINCE THE CIVIL ENGINEER OR SURVEYOR CANNOT CONTROL THE EXACT METHODS OR THE OWNERS REPRESENTATIVES FOR REVIEW AND APPROVAL. ONLY AFTER THE BLUELINE APPROVAL IS GIVEN SHOULD THE ORIGINALS BE AS—BUILT BY THE ENGINEER/ARCHITECT.
- 27. RULE 403, AIR QUALITY CONTROL MANAGEMENT DISTRICT, MUST BE IMPLEMENTED BY CONTRACTORS DURING CONSTRUCTION.
- 28. CONSTRUCTION ACTIVITIES SHALL OCCUR ONLY BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. MONDAY THROUGH FRIDAY, AND BETWEEN THE HOURS OF 9:00 A.M. AND 6:00 P.M. ON SATURDAYS. NO CONSTRUCTION ACTIVITIES SHALL BE PERMITTED OUTSIDE OF THESE PERMITTED HOURS OR ON SUNDAY AND FEDERAL HOLIDAYS.
- 29. CONSTRUCTION PARKING SHALL BE ONSITE. TRAFFIC CONTROL AND ACCESS SHALL BE IN ACCORDANCE WITH THE GENERAL CONDITION REQUIREMENTS.

O. TRUCKS AND LARGE CONSTRUCTION VEHICLES WILL OBTAIN APPROVED TRUCK ROUTES

- FROM THE CITY AND/OR THE COUNTY.
- ACCESSED AREAS SHALL BE PAVED AS EARLY AS POSSIBLE TO MINIMIZE DIRT TRACKOUT SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS. TO THE PUBLIC RIGHT OF WAY.
- 32. THE CONTRACTOR SHALL UTILIZE MEASURES TO PREVENT DIRT FROM BEING TRACKED. COUNTY AT A PREGRADE MEETING AS WELL AS WHENEVER DIRT IS VISIBLE MORE THAN HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THI 50 FEET FROM THE ACCESS POINT INDEPENDENT OF THE ROUTINE CLEAN-UP SCHEDULE. PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE
- 33. TRUCKS USED IN HAULING DIRT TO OR FROM THE SITE ON PUBLIC ROADS WILL BE COVERED OR WILL MAINTAIN A SIX INCH DIFFERENTIAL BETWEEN THE MAXIMUM HEIGHT OF PRIOR TO LEAVING THE SITE TO PREVENT SOIL LOSS DURING TRANSPORTATION.

ASPHALT PAVING GENERAL NOTES

- A PRE-PAVING MEETING IS REQUIRED 48 HOURS PRIOR TO PAVING. THE PROJECT CIVIL ENGINEER AND THE PROJECT INSPECTOR SHALL BE IN ATTENDANCE.
- THE AGGREGATE BASE SECTION SHALL BE COMPACTED PER SOILS REPORT REQUIREMENTS
- WHENEVER SPECIAL REQUIREMENTS CONFLICT ON ANY SUBJECT MATTER, THE ENGINEER OF 3. A "TACK COAT" (PAINT BINDER) SHALL BE APPLIED BETWEEN PAVEMENT LAYERS, AND ON EXISTING PAVEMENT TO BE RESURFACED AT A RATE OF 0.10 GAL./SQ.YD. THE TACK
 - 4. THE ASPHALT CONCRETE FOR PARKING LOTS SHALL BE CLASS C2 AS SPECIFIED IN APPROVED EDITION. THE PAVING ASPHALT TO BE MIXED WITH AGGREGATE SHALL CONFORM TO THE PROVISIONS OF SECTION 203.1 AND SHALL BE STEAMED REFINED ASPHALT WITH A VISCOSITY GRADE OF AR-4000 MINIMUM AND AR-8000 MAXIMUM TO THE SATISFACTION OF THE ENGINEER.
 - WITH SECTION 302-5.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE MAXIMUM LIFT DURING SPREADING SHALL BE 3" AND 2.5"
 - 6. A QUALIFIED PAVING INSPECTOR IS REQUIRED DURING PAVING OPERATIONS AT THE JOB SITE AND AT THE ASPHALT PLANT. ASPHALT TICKETS SHALL BE PROVIDED TO THE
 - ALL ASPHALT AREAS SHALL BE PAVED AT A MINIMUM GRADIENT OF 1.25%.
 - 9. ALL WALKWAYS, LANDINGS, AND OTHER FINISHED SURFACES AT DOORWAYS SHALL BE
 - FINISHED TO WITHIN O" (O INCH) OF THE THRESHOLD. 10. A MINIMUM OF 6" AGGREGATE BASE WILL BE REQUIRED UNDER CONCRETE VALLEY

DEMOLITION GENERAL NOTES

GUTTERS. ALL VALLEY GUTTERS SHALL BE A MINIMUM 4'-0" WIDE.

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION OF THE SITE AND SHALL REMOVE AND DISPOSE OF ALL STRUCTURES ABOVE AND OR BELOW GROUND. ANY HAZARDOUS MATERIALS ENCOUNTERED SHALL BE HANDLED AND REMOVED AS REQUIRED BY LOCAL AND OR STATE LAWS AT NO COST TO THE OWNER.

- 2. EXISTING WATER LATERALS AND IRRIGATION, LINES SHALL BE CUT AND CAPPED AT THE 11. THE STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE OWNER IF IT IS TO LIMIT OF THE DEMO AREA SHOWN. ALL CAPPED ENDS FOR IRRIGATION SHALL BE SHALL BE TERMINATED IN A FLUSH UTILITY BOX FOR FUTURE ACCESS.
 - EXISTING SEWER LATERALS SHALL BE CUT AND PLUGGED AT THE LIMIT OF THE DEMO AREA SHOWN. ALL PLUGGED ENDS FOR LATERALS WILL BE BROUGHT TO GRADE WITH A STANDARD SEWER CLEAN OUT.
 - EXISTING ELECTRICAL LINES SHALL BE TEMPORARILY REROUTED AROUND THE LIMITS OF THE DEMO AREA. ALL TEMPORARY WIRING CONNECTIONS SHALL BE TERMINATED IN AN ABOVE GROUND RISER.
 - HARDSCAPE IMPROVEMENTS , UTILITY FACILITIES, AND LANDSCAPING FEATURES THAT ARE
 - ALL JOIN LINES SHALL BE SAW CUT ON A NEAT, STRAIGHT LINE PARALLEL WITH THE JOIN. THE CUT EDGE SHALL BE PROTECTED FROM CRUSHING, AND ALL BROKEN EDGES SHALL BE RE CUT PRIOR TO JOINING.
- SO NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE 7. ALL EXISTING OBJECTIONABLE MATERIALS THAT CONFLICT WITH PROPOSED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, UTILITIES AND APPURTENANCES, TREES, SIGNS, AND STRUCTURES, ETC. SHALL BE REMOVED AND DISPOSED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, UNLESS OTHERWISE INDICATED HEREIN, OR AS DIRECTED BY THE ARCHITECT OR ENGINEER.
 - 8. THE CONTRACTOR SHALL PROTECT ALL EXISTING CONCRETE FROM DAMAGE CAUSED BY HIS OPERATIONS. ANY CONCRETE DAMAGED DURING HIS OPERATIONS SHALL BE SAWCUT AND REPLACED AT NO COST TO THE OWNER. ANY EXISTING CONCRETE IDENTIFIED AS POTENTIALLY NEEDING TO BE REPLACED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR THE OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK. . THE CONTRACTOR SHALL PERFORM AND BE RESPONSIBLE FOR ALL CLEARING AND GRUBBING OPERATIONS AS NECESSARY TO COMPLETE THE WORK, INCLUDING TRANSPORTATION AND DISPOSAL OF ALL REMOVED MATERIALS, AND ALL ASSOCIATED
 - 10. THE CONTACTOR SHALL ABANDON EXISTING WELLS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SHALL HAVE A C-57 CALIFORNIA CONTRACTORS LICENCE. IT IS THE
 - 11. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE AND DETERMINE THE EXTENT OF DEMOLITION BASED ON THE PROPOSED IMPROVEMENTS SHOWN IN THIS

UTILITY GENERAL NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE WITHIN THE PUBLIC RIGHT-OF-WAY DURING THE TRANSPORTATION OF SAID MATERIAL OR IMPROVEMENT.

ALL SLOPES IN THE DIRECTION OF TRAVEL SHOWN ON THIS PLAN WERE DESIGNED BELOW THE MAXIMUM ALLOWED GRADES BY THE AMERICANS WITH DISABILITIES ACT ACCESS GUIDE (ADAAG OR CBC) IN ORDER TO ALLOW FOR CONSTRUCTION TOLERANCES. IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ADAAG AND CBC AND IN THE EVENT THAT A DESIGN QUESTION SHOULD ARISE, OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT THAN SHOWN ON THESE PLANS, WORK SHOULD CEASE AND THE DESIGN ENGINEER SHALL BE NOTIFIED SO THAT AN ACCEPTABLE

ACCESSIBILITY FOR THIS PROJECT. SINCE THE CODE DOES NOT ALLOW FOR A CONSTRUCTION TOLERANCE, ANY CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS CALLED OUT BY CBC OR ADAAG ARE SUBJECT TO REJECTION BY THE INSPECTOR AND SHALL BE REMOVED AND REPLACED.

MEANS USED BY THE GENERAL CONTRACTOR OR THEIR SUB-CONTRACTORS DURING THE GRADING AND CONSTRUCTION OF THE PROJECT, THE CIVIL ENGINEER OR SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF ADAAG RELATED ITEMS OF THIS PROJECT BY THE INSPECTING AUTHORITY OR OTHER AFFECTED PARTIES.

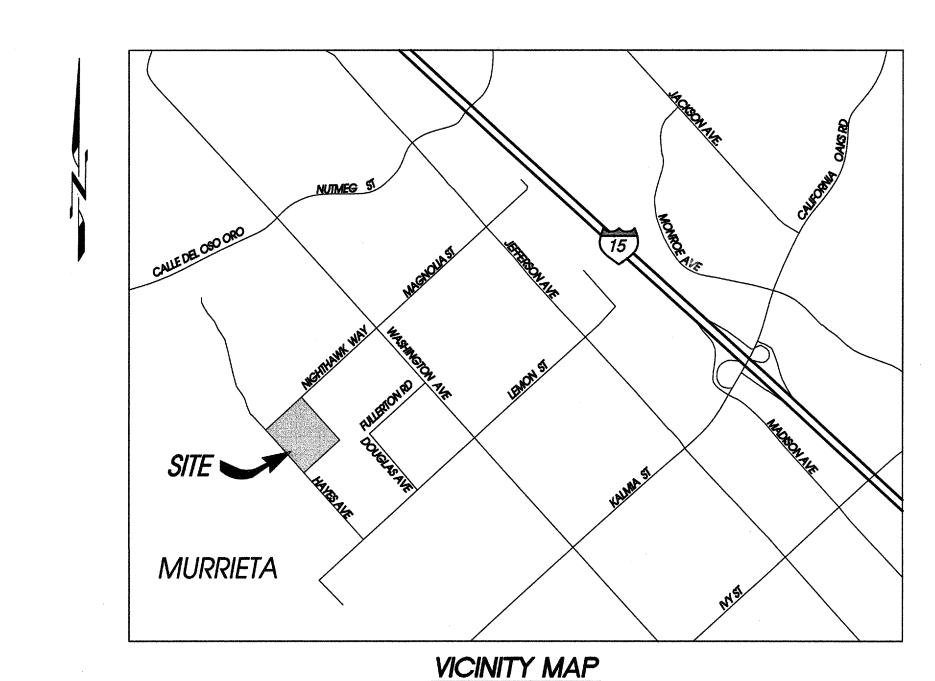
4. COMPLIANCE WITH THE CONSTRUCTION REQUIREMENTS FOR ACCESSIBILITY WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND HIS SUB-CONTRACTORS.

PRIVATE ENGINEER'S NOTICE

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA 31. THE CONTRACTOR SHALL CONTROL DUST IN AREAS USED FOR OFF-ROAD PARKING, DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS." THE CIVIL MATERIALS LAYDOWN OR THOSE AWAITING FUTURE CONSTRUCTION. FREQUENTLY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB—SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY WASHED BLOWN OR OTHERWISE CONVEYED ONTO PAVED ROADWAYS, AND WILL WASH OR CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE SWEEP CONSTRUCTION ACCESS POINTS ON A ROUTINE BASIS AS SPECIFIED BY THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE ANY HAULED MATERIAL AND THE TOP OF THE TRAILER. HAUL TRUCK DRIVERS WILL LOAD RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THI CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.



TOP OF WALL

WATER METER

WATER VALVE

UTILITY

ASPHALT TO CONCRETE BACK FLOW DEVICE <u>a_______</u> AMERICAN DISABILITIES ACT FIRE HYDRANT BACK FLOW DEVICE CHAIN LINK FENCE MANHOLE AS NOTED CLEAN OUT CONCRETE POWER POLE DCDA DOUBLE CHECK DETECTOR ASSEMBLY ELECTRIC EDGE OF CONCRETE EDGE OF PAVEMENT FINISHED FLOOR CONTROL POINT FINISHED GROUND FIRE HYDRANT EGDE OF PAVEMENT FLOWLINE FIRE DEPARTMENT CONNECTION --- GRADED SWALE FINISHED SURFACE HIGH POINT ---- EDGE OF CONCRETE INVERT (SEWER) EXISTING STORM DRAIN INVERT (SD) POST INDICATOR VALVE POWER POLE PROPOSED AC PAVEMENT SIDEWALK TOP OF BERM TOP OF CURE TOP OF FOOTING PROPOSED PCC SURFACE TOP OF GRATE TOP OF PAVEMENT

GRADING CONSTRUCTION NOTES

1) CONSTRUCT 3" AC OVER 6" C.A.B. AT 95% RELATIVE COMPACTION CONSTRUCT 3 1/2" AC OVER 9 1/2" C.A.B. AT 95% RELATIVE COMPACTION CONSTRUCT 4" PCC (560-C-3250) OVER NATIVE AT 95% RELATIVE COMPACTION

WITH #4 BARS @ 18" OC BOTH WAYS & WITH THICKENED EDGE PER DETAIL "A" 4) CONSTRUCT O" CURB (560-C-3250) PER DETAIL "B" ON SHEET C3.1 (5) CONSTRUCT TYPE A-6 CURB & GUTTER PER CITY OF MURRIETA STD. 301

') PAINT/APPLY ACCESSIBLE SIGNING/STRIPING/PAVEMENT MARKINGS PER ARCHITECTS PLANS, DETAILS, & SPECS (8) JOIN EXISTING FINISH SURFACE FLUSH & DOWEL PER DETAIL "C" ON SHEET C3.1

) CONSTRUCT PCC (560—C—3250) MOW STRIP ARCHITECTS PLANS, DETAILS, & SPECS

9) FURNISH & INSTALL PRECAST WHEEL STOP PER ARCHITECTS PLANS, DETAILS, & SPECS O) PROTECT SPECIFIED ITEM IN PLACE

1) ADJUST EXISTING ITEM TO PROPOSED FINISHED GRADE

13) SAWCUT, REMOVE & DISPOSE OF EXISTING AC PAVEMENT (14) FURNISH & INSTALL SITE FENCING/RAILING/GATE PER ARCHITECTS PLANS, DETAILS, & SPECS 5) FURNISH & INSTALL TRUNCATED DOME SURFACE & PLACE CONCRETE GROOVING BORDER

2) GRIND EXISTING AC 0.13' & OVERLAY WITH 0.13' (MIN) AC 3' WIDE MINIMUM

PER ARCHITECTS PLANS, DETAILS, & SPECS 16) CONSTRUCT 4' PCC (560—C—3250) RIBBON GUTTER PER DETAIL "D" ON SHEET C3.1 7) JOIN & MATCH FLUSH

18) PAINT 4" WHITE PARKING STRIPES PER ARCHITECTS PLANS, DETAILS, & SPECS (19) CONSTRUCT ACCESSIBLE PCC (560-C-3250) RAMP PER SPPWC STD 111-4 CASE A, TYPE 1 PER DETAIL "E" ON SHEET C3.1 (20) CONSTRUCT FULL DEPTH AC SLOT REPAIR

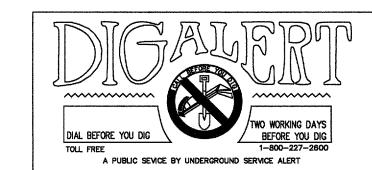
(21) CONSTRUCT 6" PCC (560-C-3250) CURB ONLY PER CITY OF MURRIETA STD 305 MODIFIED TO 6 CURB FACE, CASE A (22) CONSTRUCT O" TO 6" PCC (560-C-3250) CURB TRANSITION PER DETAIL "F" ON SHEET C3.2

	SHEET INDEX	
SHEET No.	SHEET TITLE	No.
C1.1	TITLE SHEET	1
C2.1	TOPOGRAPHIC MAP	2
C3.1	PRECISE GRADING	3

STREET IMPROVEMENT PLAN

STREET IMPROVEMENT PLAN

C3.2 DETAILS



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RANCHO CUCAMONGA CALIFORNIA 91730-0729 TEL: 909-987-0909

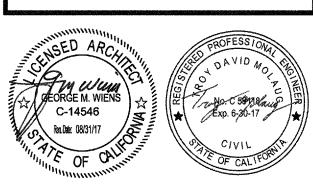
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VEMENTS 9

SCHO M M M **PARKIN**

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CONSULTANT

EPIC ENGINEER 101 E. REDLANDS BOULEVARD SUITE 146 REDLANDS, CA 92373 TELE 909 - 792 - 5969

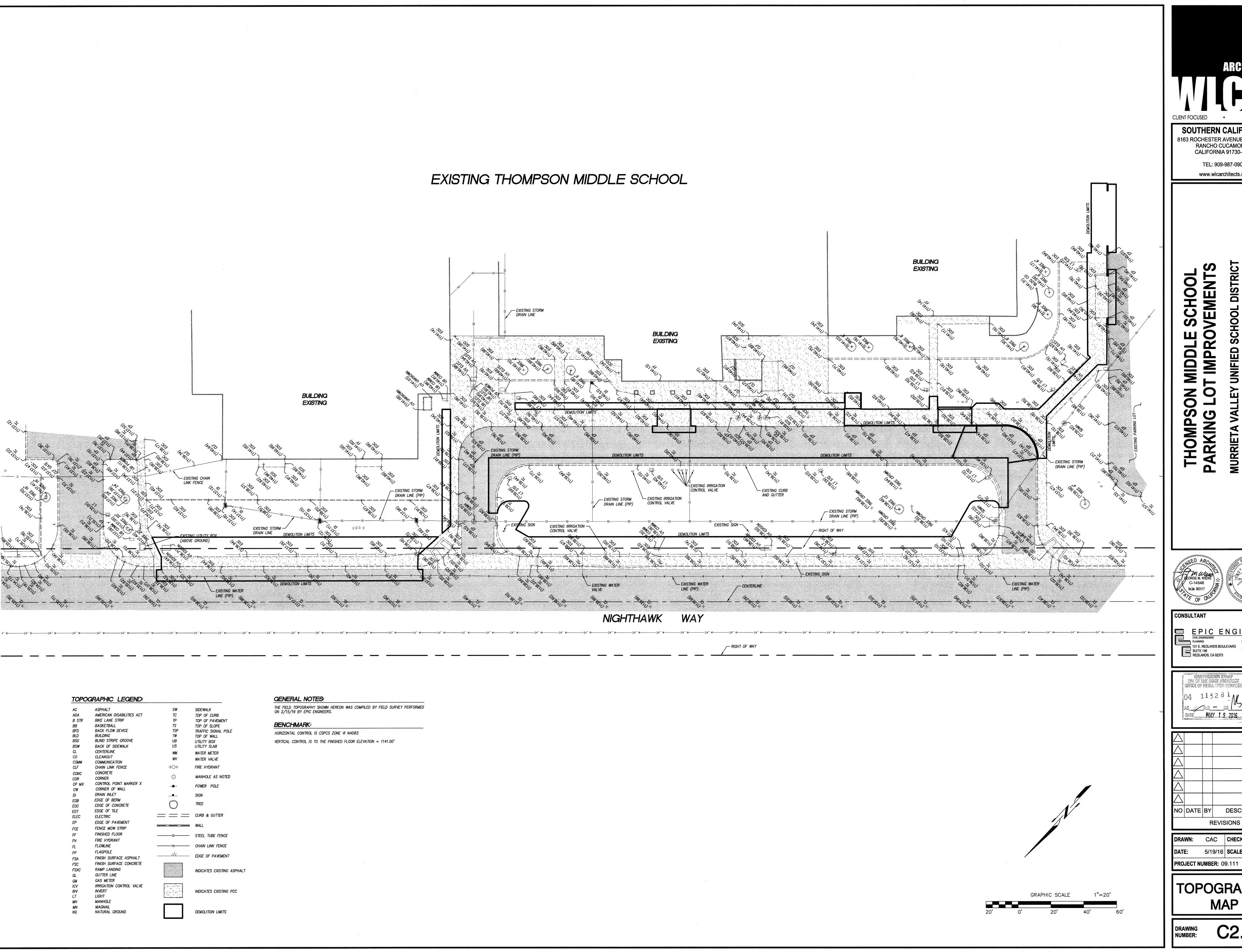
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TITLE SHEET

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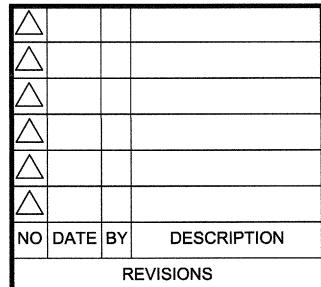
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CONSULTANT EPIC ENGINEERS

CIVIL ENGINEERING
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STORMWATER MANAGEMENT

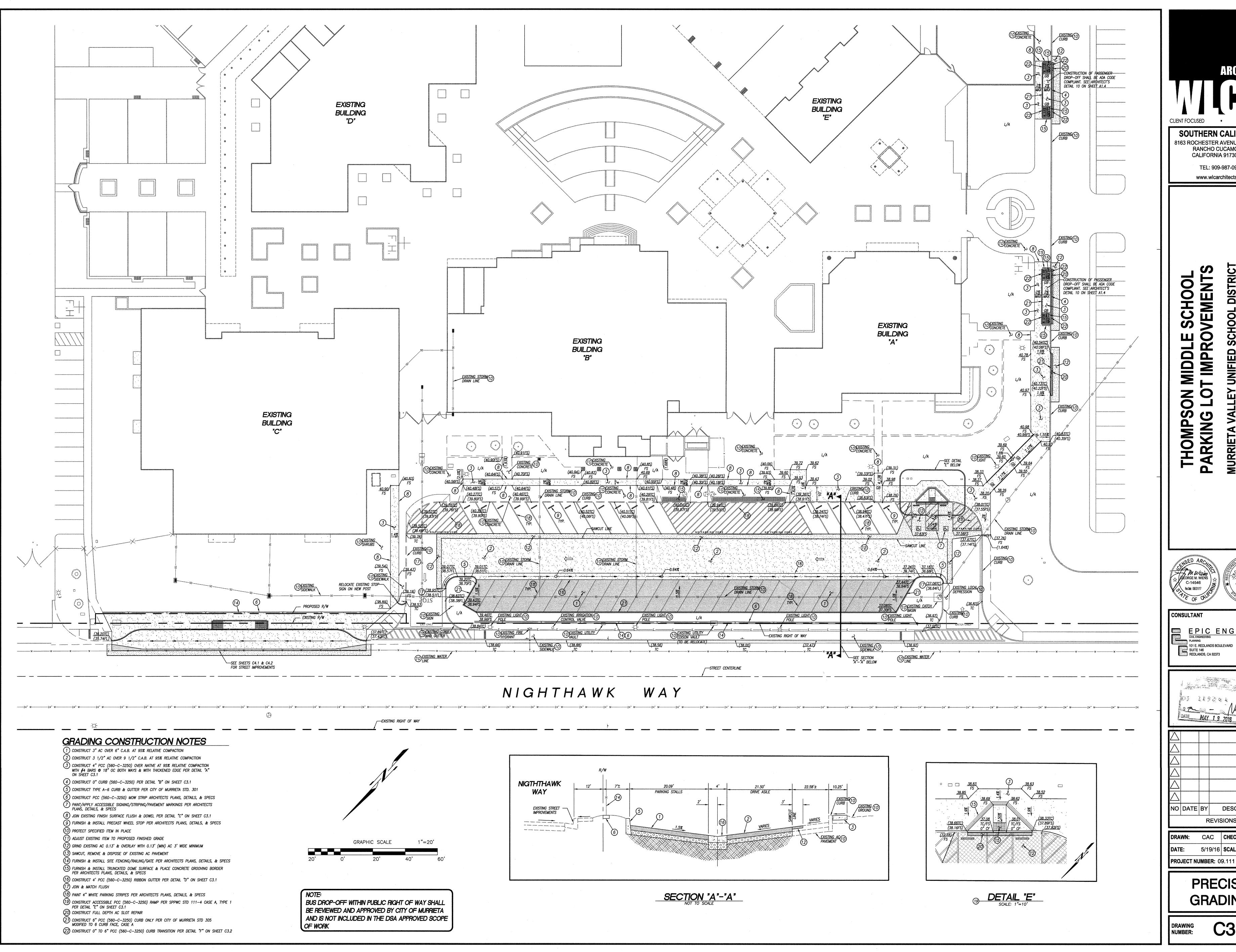
101 E. REDLANDS BOULEVARD
SUITE 146
REDLANDS, CA 92373
FAX 909 - 792 - 8869

DATE MAY 1 9 2016



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TOPOGRAPHIC MAP



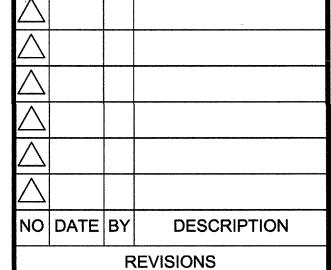
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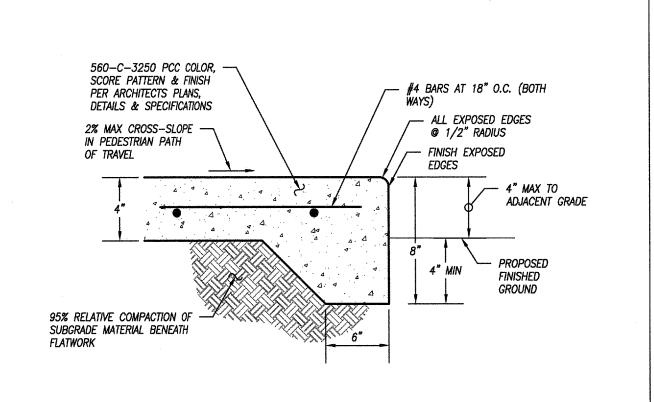
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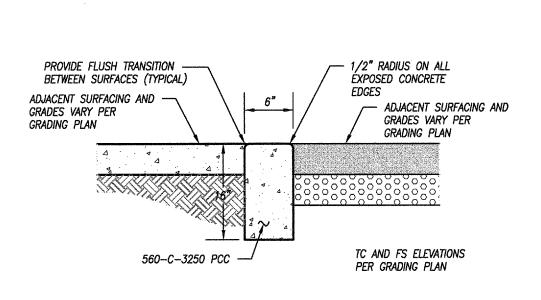
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> PRECISE GRADING

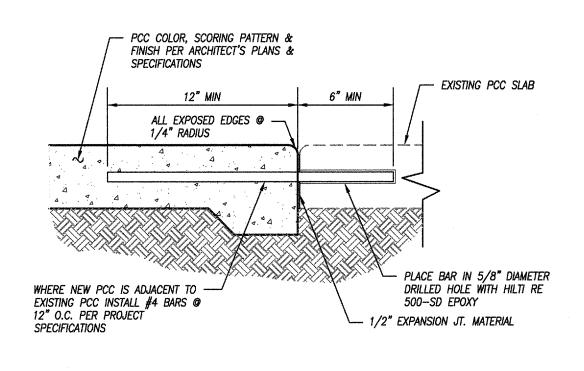




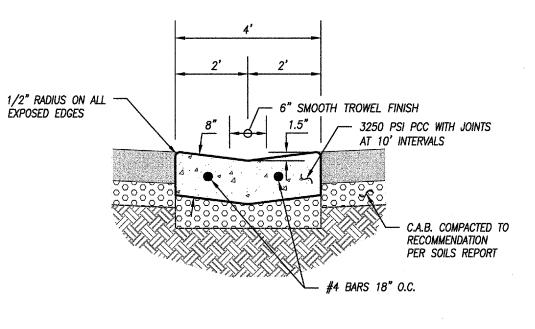
DETAIL "B"

O' PCC CURB

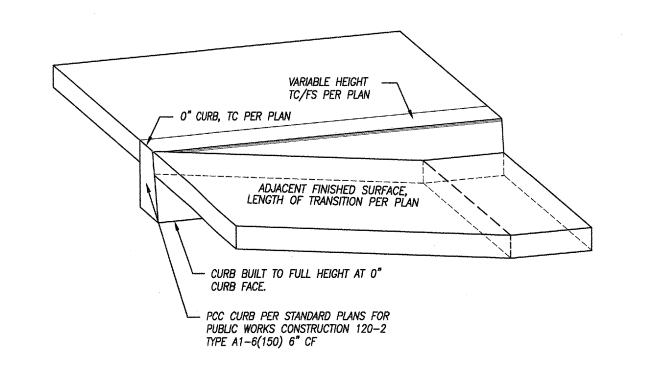
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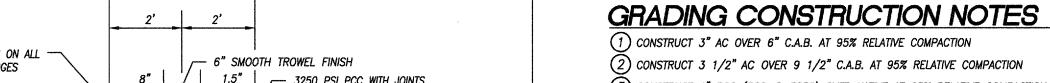
DETAIL "C"
DOWELING DETAIL



DETAIL "D"
4' RIBBON GUTTER
NOT TO SCALE



THIS AREA LEFT



1) CONSTRUCT 3" AC OVER 6" C.A.B. AT 95% RELATIVE COMPACTION 2) CONSTRUCT 3 1/2" AC OVER 9 1/2" C.A.B. AT 95% RELATIVE COMPACTION (3) CONSTRUCT 4" PCC (560-C-3250) OVER NATIVE AT 95% RELATIVE COMPACTION WITH #4 BARS @ 18" OC BOTH WAYS & WITH THICKENED EDGE PER DETAIL "A" ON SHEET C3.1

4 CONSTRUCT O" CURB (560-C-3250) PER DETAIL "B" ON SHEET C3.1 5) CONSTRUCT TYPE A-6 CURB & GUTTER PER CITY OF MURRIETA STD. 301 (6) CONSTRUCT PCC (560–C–3250) MOW STRIP ARCHITECTS PLANS, DETAILS, & SPECS 7 PAINT/APPLY ACCESSIBLE SIGNING/STRIPING/PAVEMENT MARKINGS PER ARCHITECTS PLANS, DETAILS, & SPECS

(8) JOIN EXISTING FINISH SURFACE FLUSH & DOWEL PER DETAIL "C" ON SHEET C3.1 9) FURNISH & INSTALL PRECAST WHEEL STOP PER ARCHITECTS PLANS, DETAILS, & SPECS 10) PROTECT SPECIFIED ITEM IN PLACE

11) ADJUST EXISTING ITEM TO PROPOSED FINISHED GRADE (12) GRIND EXISTING AC 0.13' & OVERLAY WITH 0.13' (MIN) AC 3' WIDE MINIMUM (13) SAWCUT, REMOVE & DISPOSE OF EXISTING AC PAVEMENT (14) FURNISH & INSTALL SITE FENCING/RAILING/GATE PER ARCHITECTS PLANS, DETAILS, & SPECS

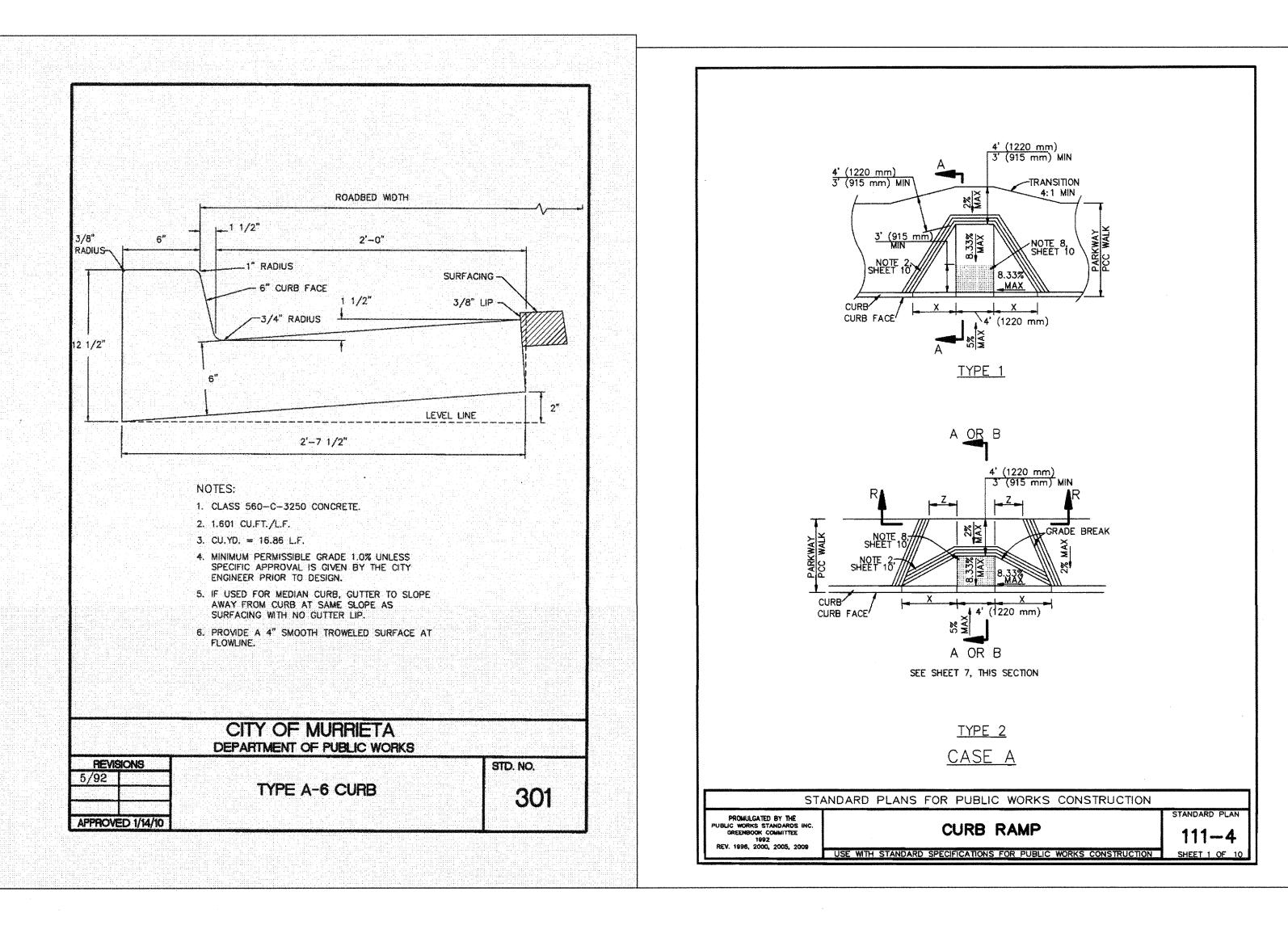
15) FURNISH & INSTALL TRUNCATED DOME SURFACE & PLACE CONCRETE GROOVING BORDER PER ARCHITECTS PLANS, DETAILS, & SPECS (16) CONSTRUCT 4' PCC (560-C-3250) RIBBON GUTTER PER DETAIL "D" ON SHEET C3.1 17) JOIN & MATCH FLUSH

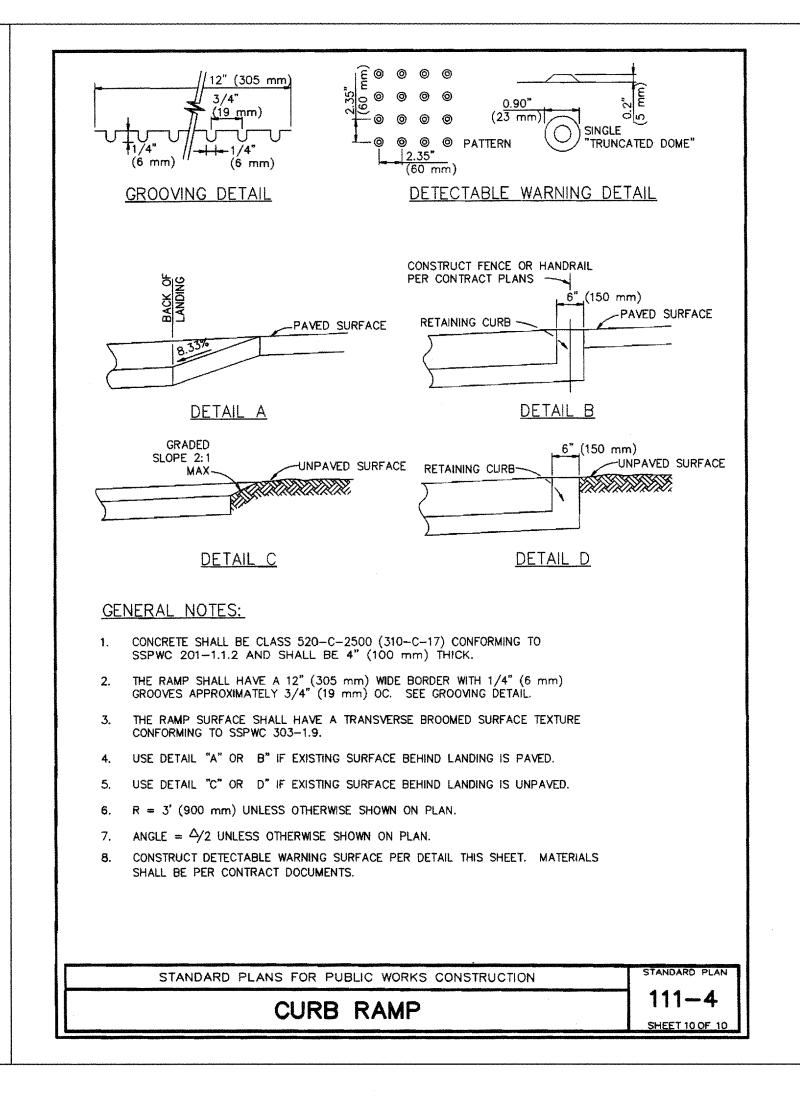
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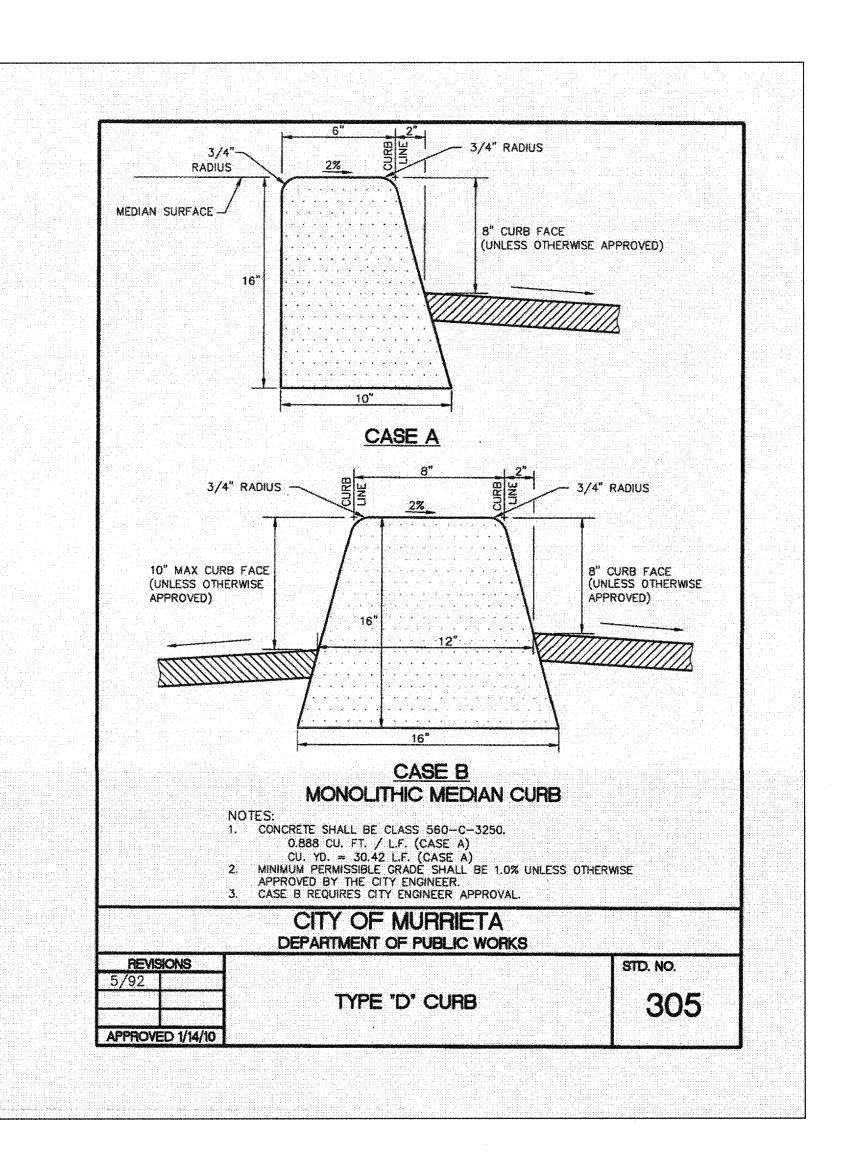
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(22) CONSTRUCT O" TO 6" PCC (560-C-3250) CURB TRANSITION PER DETAIL "F" ON SHEET C3.2

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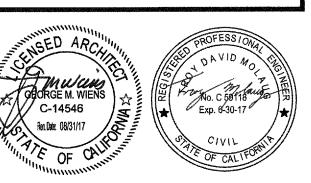
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SCHOOL

MIDDLE

THOMPSO

VALLEY UNII 24040 HAYE MURRIETA



CONSULTANT EPIC ENGINEERS

CIVIL ENGINEERING LAND SURVEYIN
PLANNING STORMWATER MANAGEMEN 101 E. REDLANDS BOULEVARD SUITE 146 REDLANDS, CA 92373 FAX 909 - 792 - 8869

ON OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES

NO DATE BY DESCRIPTION

REVISIONS DRAWN: CAC CHECKED: RAR DATE: 5/19/16 SCALE: AS NOTED

PROJECT NUMBER: 09.111

DETAILS

DRAWING NUMBER:

CITY OF MURRIETA STREET IMPROVEMENT PLANS FOR NIGHTHAWK WAY

GRADING NOTES

FXCAVATION.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM THE CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION PHONE: (951)304-2489
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF MURRIETA PUBLIC WORKS DEPARTMENT IMPROVEMENT STANDARDS AND THE LATEST EDITION OF STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED TO MARK FIRE
- FOLLOWING FINAL SEALANT AND STRIPING. WORK MAY NOT START UNTIL PERMITS HAVE BEEN OBTAINED.
- THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS WITH UNDERGROUND SERVICE ALERT AT 1-800-422-4133 AT LEAST TWO (2) WORKING DAYS PRIOR TO ANY
- ALL PAVEMENT SECTIONS ARE AT MINIMUM REQUIREMENTS. ADDITIONAL SOIL TEST SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STRUCTURAL SECTION REQUIREMENTS. USE STANDARD NO. 320 IF EXPANSIVE SOIL ARE ENCOUNTERED.
- 9. DUST CONTROL SHALL BE MAINTAINED AT ALL TIMES BY WATER OR OTHER APPROVED 8.
- 10. EQUIPMENT AND MATERIALS SHALL BE STORED IN A NEAT AND PROTECTED MANNER.
- THE CONTRACTOR WILL CONDUCT HIS OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO PUBLIC TRAFFIC, AND HE SHALL HAVE UNDER CONSTRUCTION NO GREATER LENGTH OR AMOUNT OF WORK THAN HE CAN EXECUTE PROPERLY. ON EXISTING ROADS, TRAFFIC SHALL BE PERMITTED TO PASS THROUGH THE WORK AREA WITH AS LITTLE INCONVENIENCE AND DELAY AS POSSIBLE.
- 2. EXISTING TRAFFIC SIGNALS AND LIGHTING SYSTEMS SHALL BE KEPT IN OPERATION FOR THE BENEFIT OF THE TRAVELING PUBLIC, AND TO MINIMIZE ANY INTERFERENCE WITH ROUTINE MAINTENANCE OF EXISTING SYSTEMS DURING WORK PROGRESS.
- WHENEVER THE CONTRACTOR'S OPERATION CREATES A HAZARDOUS CONDITION TO TRAFFIC OR TO THE PUBLIC, HE SHALL FURNISH AT HIS OWN EXPENSE, SUCH FLAGMEN AND GUARDS AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC OF ANY DANGEROUS CONDITIONS. HE SHALL ALSO FURNISH, ERECT AND MAINTAIN SUCH FENCES BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES NECESSARY TO PREVENT ACCIDENTS AND INJURY TO THE PUBLIC.
- 4. WHERE SURVEY MONUMENTS EXIST, SUCH MONUMENTS WILL BE PROTECTED OR SHALL BE REFERENCED AND RESET, PURSUANT TO BUSINESS AND PROFESSIONS CODE, SECTION 8700 TO 8805 (LAND SURVEYOR'S ACT).
- 15. WHERE NEW A.C. PAVEMENT JOIN EXISTING PAVEMENT, SAWCUT TO A NEAT EDGE. THE SAWCUTS MUST BE PERPENDICULAR, PARALLEL OR RADIAL TO THE ROADWAY CENTERLINE. OVERLAY AND FEATHER NEW A.C. PAVEMENT TO PROVIDE SMOOTH TRANSITION.
- . ALL EXISTING STREET SIGNS, ROADSIDE MARKERS ETC., SHALL BE PROTECTED AND/OR REPLACED IN KIND TO THE CURRENT CITY STANDARD PLANS AND CURRENT TRAFFIC MANUAL, AT NO COST TO THE CITY.
- MIN. RATE OF 0.05 GALLON PER SQUARE YARD. ASPHALTIC EMULSION SHALL CONFORM CONSISTENT WITH CURRENT STANDARDS. TO SECTION 37, 39, AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: WATER, SEWER, GAS, ELECTRIC, CABLE T.V., TELEPHONE, AND DRAINAGE.
- 19. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES ADDRESS: SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO PHONE NO. THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON FAX NO.: THESE PLANS, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES, INCLUDING ANY OTHER LINES NOT SHOWN ON THESE ENGINEER'S NAME PRINTED: PLANS OR NOT OF RECORD.
- 20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY OF MURRIETA ENGINEERING DEPARTMENT, FOR AN ENCROACHMENT PERMIT FOR ALL WORK ON SIGNING AND STRIPING NOTES EXISTING CITY MAINTAINED ROADS, AND FOR UTILITY WORK WITHIN OFFERS OF DEDICATION
- 21. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY CITY STANDARD DRAWINGS NO. 22. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MURRIETA
- 23. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE APPLICANT AND HIS ENGINEER FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER
- 24. ALL GTE, SCE AND SCG FACILITIES WILL BE RELOCATED OR MODIFIED BY THE RESPECTIVE UTILITIES OR THEIR APPOINTED REPRESENTATIVES.
- 25. ALL WATER RELATED WORK SHALL BE DONE IN ACCORDANCE WITH THE SERVICING WATER 4.
- 26. ALL SEWER RELATED WORK SHALL BE DONE IN ACCORDANCE WITH THE SERVICING WATER DISTRICT STANDARDS AND SPECIFICATIONS.
- 7. ANY SERVICE SHUT DOWN SHALL BE DONE AT NIGHT, PRIOR TO ANY SHUT DOWN, THE CONTRACTOR SHALL NOTIFY THE DIRECTOR, ENGINEER, CUSTOMER, FIRE DEPARTMENT, SERVICING WATER DISTRICT, AND ALL OTHERS AFFECTED BY THE SHUT DOWN A MINIMUM OF TWO (2) WEEKS IN ADVANCE.
- 28. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THE STATE RIGHT-OF-WAY.
- 29. 24 HOUR EMERGENCY CONTACT:

STANDARD NO. 619 OR 620.

- THE CITY. ACTUAL STRUCTURAL SECTIONS WILL BE DETERMINED AFTER THE "R" VALUE TEST HAS BEEN CONDUCTED BY A QUALIFIED SOILS ENGINEER ON THE PREPARED SUB-BASE MATERIAL. THE "R" VALUE TEST AND ENGINEERED STRUCTURAL SECTION MUST BE APPROVED BY THE ENGINEERING INSPECTOR PRIOR TO THE INSTALLATION OF BASE AND PAVING MATERIALS. STRUCTURAL SECTIONS DIFFERING FROM THE MINIMUM SHALL BE 6.
- A RIGHT-OF-WAY PERMIT IS REQUIRED FROM THE ENGINEERING DEPARTMENT PRIOR TO 7. START OF ANY CONSTRUCTION WITHIN CITY RIGHT-OF-WAY.
- ALL UNDERGROUND UTILITIES AND LATERALS SHALL BE INSTALLED CONSTRUCTION OF CURBS, CROSS GUTTERS OR SURFACING OF STREETS. HYDRANT AND/OR WATER SUPPLY LOCATIONS AT THE DIRECTION OF THE CITY INSPECTOR
 - 1,350 OR ASBESTOS CONCRETE PIPE WITH A MINIMUM D-LOAD OF 2,000.
 - STREET TREES SHALL BE INSTALLED AT AN AVERAGE INTERVAL NOT TO EXCEED ONE (1) TREE PER FORTY-FOOT (40') OF FRONTAGE. TREES SHALL BE PLANTED IN CONFORMANCE

WITH CITY OF CARLSBAD STANDARD GS-8 AND THE REQUIREMENTS OF THE PARKS AND

FIRE HYDRANT MARKERS SHALL BE PLACED IN THE STREET ADJACENT TO ALL NEW AND

THE EDGE OF THE SIDEWALK.

- MINIMUM PARKING LOT GRADE SHALL BE 1%.
- MINIMUM GRADE FOR RIBBON DRAINS SHALL BE 0.5%. 3. AN APPROVED SOIL STERILIZER SHALL BE USED ON ALL SUBGRADE SURFACES PRIOR TO
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NO LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING AND SHALL BE APPLIED AT A RATE
- OF 0.05 GALLONS PER SQUARE YARD, ASPHALT EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS. THE SUBDIVIDER OR CONTRACTOR SHALL APPLY TO THE CITY ENGINEERING DEPARTMENT

FOR AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE RIGHT-OF-WAY.

- 6. TWO SPECIAL INSPECTIONS ARE REQUIRED BY THE CITY ENGINEERING DEPARTMENT. ONE INSPECTION AT THE TIME THE BASE IS PLACED AND THE SECOND WHEN THE A.C. HAS
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION AND COST OF ALL EXISTING UTILITIES. THE CITY SHALL BE INFORMED 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951)304—2489.
- 8. A COMPACTION REPORT BY A SOIL ENGINEER SHALL CERTIFY 95% COMPACTION OF BASE PRIOR TO CALLING FOR SECOND INSPECTION AND PLACEMENT OF ASPHALT PAVING.

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE ASPHALTIC EMULSION (FOG SEAL)SHALL BE APPLIED NOT LESS THAN FOURTEEN (14) EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING AND SHALL BE APPLIED AT A SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE. AND THAT THE DESIGN IS

UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATION BY THE CITY OF 8. ALL UNDERGROUND FACILITIES, WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE MURRIETA IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM THE CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF

- 2. TRAFFIC STRIPES, PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS PER FEDERAL HIGHWAY ADMINISTRATION MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2003 EDITION OR ITS LATEST REVISION) AND CALTRANS MUTCD CALIFORNIA SUPPLEMENT (MAY 25. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO 20, 2004 OR ITS LATEST REVISION), CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, CITY OF MURRIETA PUBLIC WORKS DEPARTMENT IMPROVEMENT
- CONSTRUCTION (GREEN BOOK). ALL STRIPES, SIGNS, AND PAVEMENT MARKINGS SHALL BE REFLECTORIZED. STENCILS FOR PAVEMENT MARKINGS SHALL MATCH METRIC STANDARD STENCILS EXACTLY. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS.

STANDARDS AND THE LATEST EDITION OF STANDARD SPECIFICATION FOR PUBLIC WORKS

ALL CONFLICTING STRIPES AND PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING. CONFLICTING SIGNS AND RAISED PAVEMENT MARKERS SHALL BE REMOVED. ALL REMOVALS OF SIGNS AND MARKING SHALL BE THE RESPONSIBILITY OF THE

DESCRIPTON: AS NOTED

LOCATION: AS NOTED

ELEVATION: AS NOTED

RECORDED:

Underground Service Alert

1-800 422-4133

SIGNING AND STRIPING NOTES (CONTD.)

- APPLIED IN TWO COATS. PAVEMENT MARKINGS SHALL BE APPLIED IN THERMOPLASTIC FORMAT UNLESS APPROVED OTHERWISE. (REPAINT 300' IN EACH DIRECTION)(CAT TRACK
- ALL REMOVED SIGNS SHALL BE SALVAGED AND DELIVERED TO THE CITY YARD AS DIRECTED BY THE CITY INSPECTOR ON THE JOB SITE.

INSTALLATION OF SIGNING AND STRIPING SHALL BE IN ACCORDANCE WITH THE APPROVED

- PLAN WITH ALL INCURRED COSTS BORNE BY THE DEVELOPER/APPLICANT. RAISED PAVEMENT MARKERS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE STRIPING DETAILS SHOWN ON THE SIGNING AND STRIPING PLAN. INSTALLATION SHALL BE COMPLETE WITHIN SEVEN WORKING DAYS OF ROADWAY
- ARTERIAL CLASSIFICATIONS OR HIGHER, OR AS DETERMINED BY THE CITY ENGINEER. STORM DRAIN PIPE SHALL BE REINFORCED CONCRETE PIPE WITH A MINIMUM D-LOAD OF 9. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO CITY STANDARD NO.

STRIPING. RAISED PAVEMENT MARKERS ARE TO BE INSTALLED ON ROADWAYS WITH

- 6. WHEELCHAIR RAMPS SHALL BE INSTALLED AT CURB RETURNS PER REQUIREMENTS OF 10. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED TO MARK FIRE HYDRANT AND/OR WATER SUPPLY LOCATIONS AT THE DIRECTION OF THE CITY INSPECTOR FOLLOWING FINAL SEALANT AND STRIPING.
- CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS WITH UNDERGROUND SERVICE RECREATION DIRECTOR. TREES ARE TO BE PLANTED A MINIMUM OF FOUR-FEET (4') FROM ALERT AT 1-800-422-4133 AT LEAST TWO (2) WORKING DAYS PRIOR TO ANY
- EXISTING FIRE HYDRANTS IN CONFORMANCE WITH CITY FIRE DEPARTMENT REQUIREMENTS. 13. EQUIPMENT AND MATERIALS SHALL BE STORED IN A NEAT AND PROTECTED MANNER. STORAGE LOCATION WILL BE APPROVED BY CITY INSPECTOR.
 - 14. THE CONTRACTOR WILL CONDUCT HIS OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO PUBLIC TRAFFIC, AND SHALL HAVE UNDER CONSTRUCTION NO GREATER LENGTH OR AMOUNT OF WORK THAN CAN BE EXECUTED PROPERLY. ON EXISTING ROADS, TRAFFIC SHALL BE PERMITTED TO PASS THROUGH THE WORK AREA WITH AS LITTLE INCONVENIENCE AND DELAY AS POSSIBLE. RESTRICTED HOURS MAY BE REQUIRED.
 - 15. EXISTING TRAFFIC SIGNALS AND LIGHTING SYSTEMS SHALL BE KEPT IN OPERATION FOR THE BENEFIT OF THE TRAVELING PUBLIC, AND TO MINIMIZE ANY INTERFERENCE WITH ROUTINE MAINTENANCE OF EXISTING SYSTEMS DURING WORK PROGRESS.
 - 16. WHENEVER THE CONTRACTOR'S OPERATION CREATES A HAZARDOUS CONDITION TO TRAFFIC OR TO THE PUBLIC, CONTRACTOR SHALL FURNISH AT THEIR OWN EXPENSE, SUCH FLAGMEN AND GUARDS AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC OF ANY DANGEROUS CONDITIONS. THE CONTRACTOR SHALL ALSO FURNISH, ERECT AND MAINTAIN SUCH FENCES, BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES NECESSARY TO PREVENT ACCIDENTS AND INJURY TO THE PUBLIC.
 - 17. WHERE SURVEY MONUMENTS EXIST, SUCH MONUMENTS WILL BE PROTECTED OR SHALL BE REFERENCED AND RESET, PURSUANT TO BUSINESS AND PROFESSIONS CODE, SECTIONS 8700 TO 8805 (LAND SURVEYOR'S ACT).
 - 18. ALL EXISTING STREET SIGNS, ROADSIDE MARKERS, ETC. SHALL BE PROTECTED AND/OR REPLACED IN KIND TO THE CURRENT CITY STANDARD PLANS AND CURRENT TRAFFIC MANUAL, AT NO COST TO THE CITY.
 - THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES, INCLUDING ANY OTHER LINES NOT SHOWN ON THESE PLANS OR NOT OF RECORD.
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 - 21. APPROVAL OF THESE PLANS BY THE CITY OR IT'S AGENTS DOES NOT RELIEVE THE APPLICANT AND HIS ENGINEERS FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
 - 22. ANY SERVICE SHUT DOWN SHALL BE DONE AT NIGHT. PRIOR TO ANY SHUT DOWN, THE CONTRACTOR SHALL NOTIFY THE DIRECTOR, ENGINEER, CUSTOMER, FIRE DEPARTMENT, SERVICING WATER DISTRICT, AND ALL OTHERS AFFECTED BY THE SHUT DOWN A MINIMUM OF TWO (2) WEEKS IN ADVANCE.
 - 23. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED. 24. THE APPLICANT IS HEREBY NOTICED THAT THEY MUST COMPLY WITH ALL STATE AND FEDERAL ENDANGERED SPECIES LAW. THE CITY OF MURRIETA IS NOT RESPONSIBLE FOR ANY SUCH VIOLATION OF STATE OR FEDERAL ENDANGERED SPECIES LAW DUE TO THE
 - CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THE STATE RIGHT-OF-WAY.

LEGEND:

TOP OF BERM

TOP OF CURB

TOP OF FOOTING

TOP OF PAVEMENT

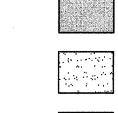
TOP OF GRATE

TOP OF WALL

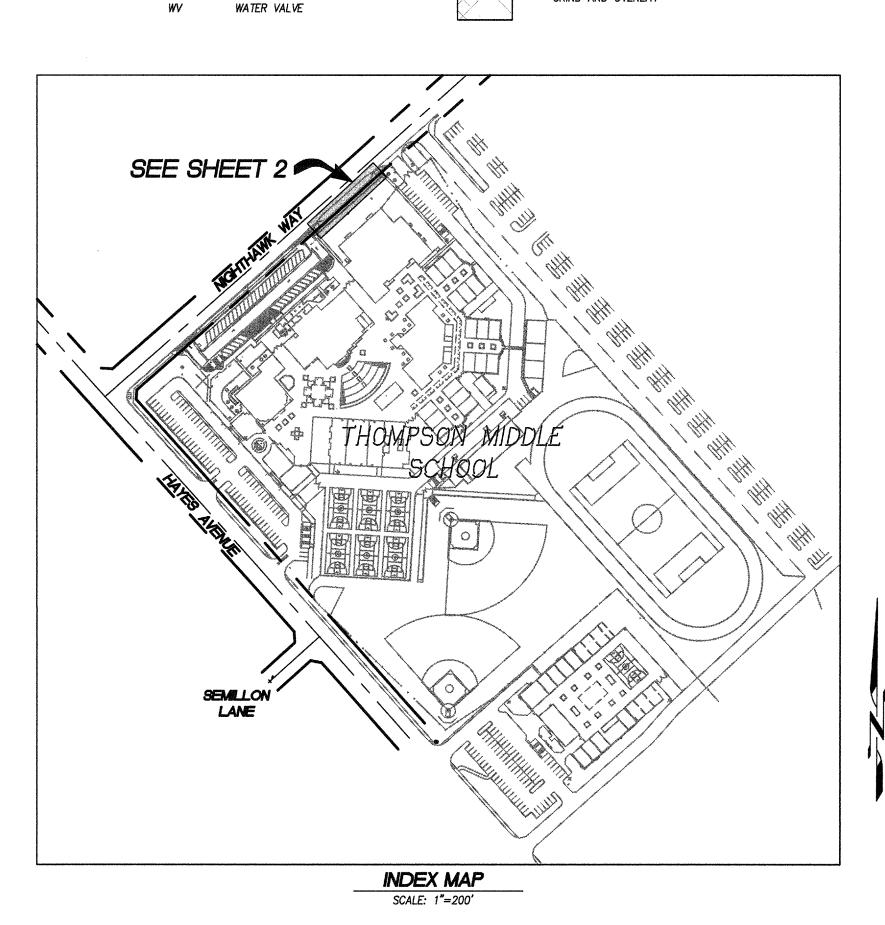
WATER METER

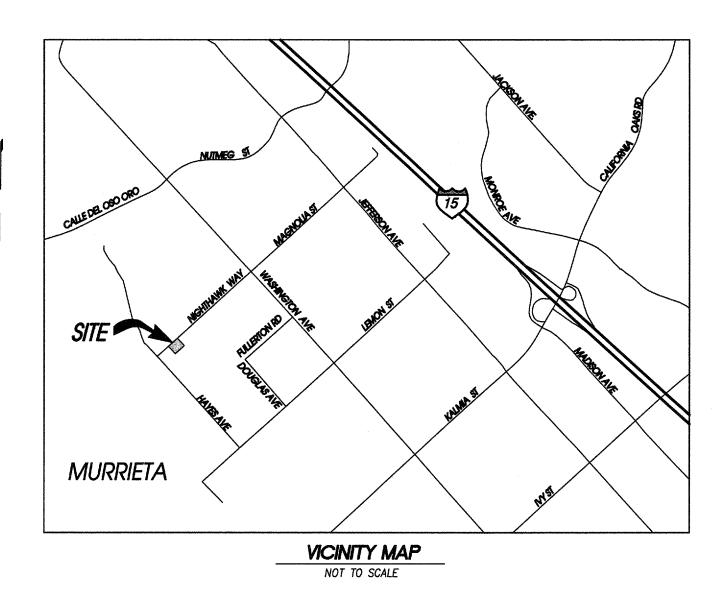
UTILITY

AC	ASPHALT TO CONCRETE	<u>a.</u> @	BACK FLOW DEVICE
ADA	AMERICAN DISABILITIES ACT	101	
BFD	BACK FLOW DEVICE	+0+	FIRE HYDRANT
CLF	CHAIN LINK FENCE		MANHOLE AS NOTED
co	CLEAN OUT	\odot	MANHOLE AS NOTED
CONC	CONCRETE		POWER POLE
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY	•	TOWER TOLL
ELEC	ELECTRIC		SIGN
EOC	EDGE OF CONCRETE	,eee.	
EP	EDGE OF PAVEMENT	€_}	TREE
FF	FINISHED FLOOR	1	CONTROL DON'T
FG	FINISHED GROUND	- → -	CONTROL POINT
FH	FIRE HYDRANT	280	EGDE OF PAVEMENT
FL	FLOWLINE		
FDC	FIRE DEPARTMENT CONNECTION		GRADED SWALE
FS	FINISHED SURFACE		EDGE OF CONCRETE
HP	HIGH POINT	ε	EXISTING ELECTRICAL
ΙE	INVERT (SEWER)		EXISTING STORM DRAIN
INV	INVERT (SD)	2D	EXISTING STORM DRAIN
PIV	POST INDICATOR VALVE		EXISTING WATER
PP	POWER POLE		
SW	SIDEWALK		DROBOSER AC BANENENT
TR	TOP OF RERM		PROPOSED AC PAVEMENT



PROPOSED PCC SURFACE



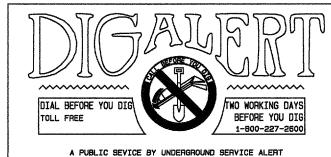


CONSTRUCTION NOTES AND QUANTITY ESTIMATES

CONSTRUCTION NOTES AND COANTILL COMMA	
1 CONSTRUCT 12" PCC CONCRETE & 6" C.A.B. PER CITY OF MURRIETA STD NO. 217 (WITH MODIFIED TRANSITIONS)_	 1710 S.
2 CONSTRUCT 4" PCC SIDEWALK PER CITY OF MURRIETA STD. NO. 320 (MODIFIED WIDTH PER PLAN)	_1722 S.
3 SAWCUT, REMOVE & DISPOSE OF EXISTING CURB & GUTTER AND SIDEWALK	_160 L.F.
4 CONSTRUCT 4" AC OVER 12" CAB	_ 200 S.I
5) COLD PLANE GRIND 0.12' & AC OVERLAY 0.12	_ 500 S.F
6 CONSTRUCT O" TO 6" CURB TRANSITION PER CITY OF MURRIETA STD. NO.	_ 26 L.F.
7 CONSTRUCT 6" CURB PER CITY OF MURRIETA STD. NO. 305 (MODIFY TO 6" C.F., CASE A)	_140 L.F
8 CONTRUCT TRUNCATED DOMES & GROOVING DETAIL PER CITY OF MURRIETA STD. NO. 321A	_1 E.A.
9 PROTECT IN PLACE	_ 5 E.A.
10 ADJUST TO GRADE	_ 2 E.A.
1) JOIN & MATCH FLUSH	_N/A

BENCH MARK:

RIVERSIDE COUNTY DESIGNATION T-57-81 STAMPED ON 3" ALUMINUM DISK IN CONCRETE CYLINDER, FROM THE INT. OF IVY STREET AND WASHINGTON STREET 1.5 MILES NW ON WASHINGTON STREET TO THE INT. OF WASHINGTON AND MAGNOLIA. AT THE N COR OF THE INT. 36' NE OF WASHINGTON STREET 45' NW OF MAGNOLIA STREET, 2.5' NE OF P.P. #CT45825, 5' W OF WEST EDGE BRICK AND WOOD 6'X12' SIGN FOR "DELANEY'S STOCK FARM", 3' W OF OLD 12' STEEL LIGHT POLE, 5'S OF 3 RAIL 5' HIGH WOOD FENCE. SET FIBERGLASS WITNESS POST 1' NORTH OF MONUMENT.





or all or						
THE RECEIPT OF AS-BUILT PLANS AND CITY'S ACCEPTANCE THEREOF DOES NOT		ENGINEERS LAND SURVEYING				SHEET 1 CITY OF MURRIETA ENGINEERING DEPARTMENT 2 SHEETS 2
1501 May 05/10/2016 11*1	NO. CS9118 NO. CS9118 EXP. 06-30-17 CIVIL ENGINEERING PLANNING 101 E. REDLANDS BO SUITE 146 REDLANDS, CA 9237	STORMWATER MANAGEMENT OULEVARD TELE 909 - 792 - 5969 73 FAX 909 - 792 - 8869				THOMPSON MIDDLE SCHOOL STREET IMPROVEMENTS FOR NIGHTHAWK WAY - BUS DROP OFF
RCE NO. EXPIRATION DATE	SCALE HORIZONTAL	05/19/2016				TITLE SHEET
PLAN CHECK ENGR. NAME TYPED DATE	AS NOTED PREPARED BY	DATE				APPROVED ROBERT K. MOEHLING DATE CITY ENGINEER RCE 63056
PLAN CHECK FIRM	AS NOTED TROY D. MOLAUG, RCE NO. 59118		DATE INIT	 REVISION DESCRIPTION	SHT. DATE INITIAL	DWN BY:STM PROJECT NO. DRAWING NO. CHKD BY:RAR O9.111



SOUTHERN CALIFORNIA

8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA CALIFORNIA 91730-0729

> TEL: 909-987-0909 www.wlcarchitects.com

CONSULTANT

EPIC ENGINEER 101 E. REDLANDS BOULEVARD SUITE 146 REDLANDS, CA 92373

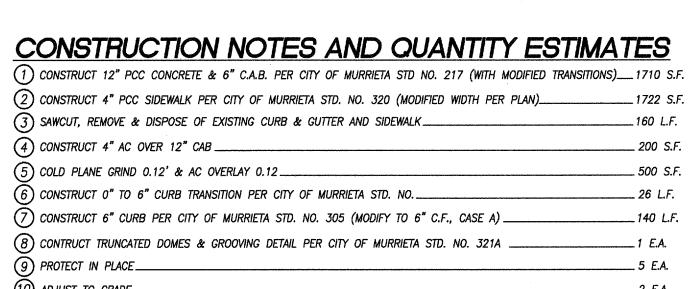
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REVISIONS

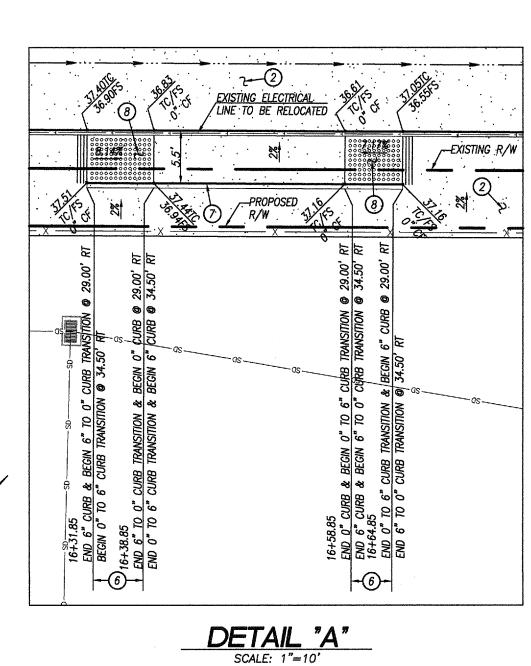
DRAWN: CAC CHECKED: RAR DATE: 5/19/16 SCALE: AS NOTED PROJECT NUMBER: 09.111

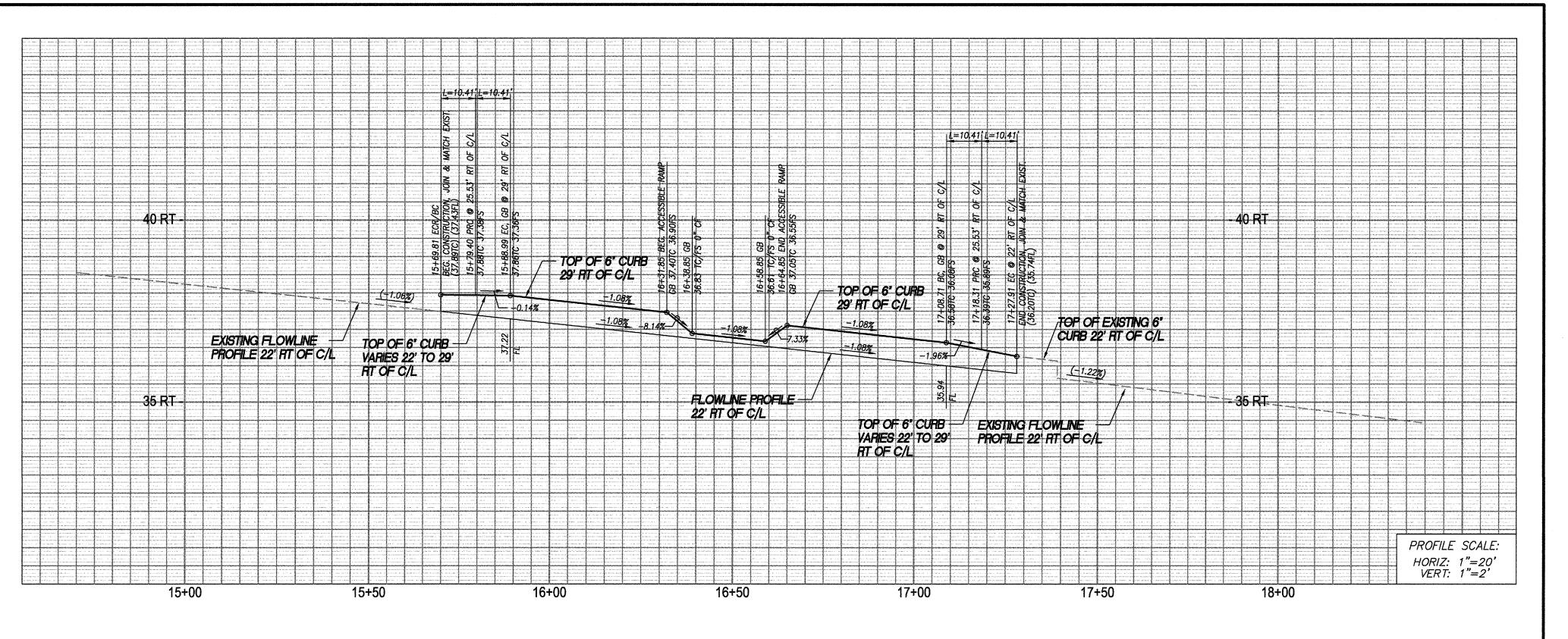
> STREET **IMPROVEMENT PLAN**

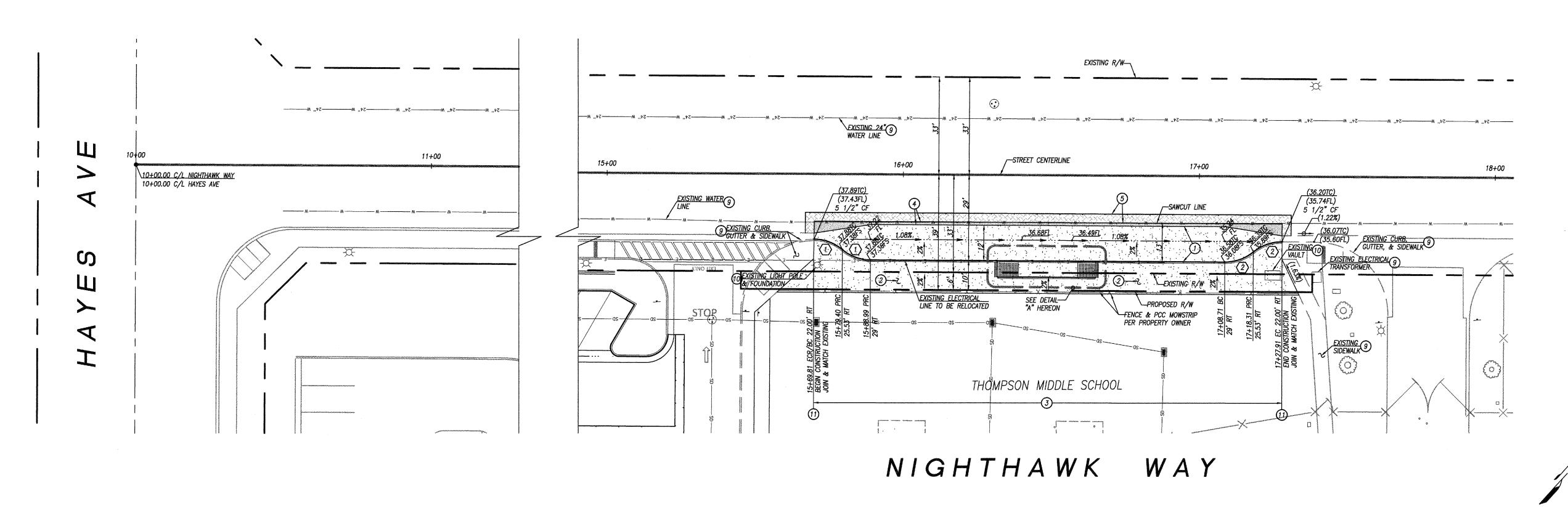
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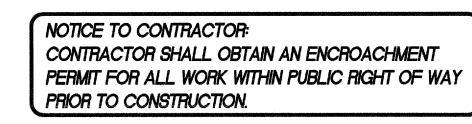


	CURV	E DA	TA TA	BLE
CURVE #	LENGTH	RADIUS	TANGENT	CHORD DIRECTION
1	10.41	15.00'	5.42'	39"45'17"
1	10.41	15.00'	5.42'	39°45'17"
2	10.41	15.00'	5.43'	39'46'45"
2	10.41	15.00'	5.43'	39'46'45"

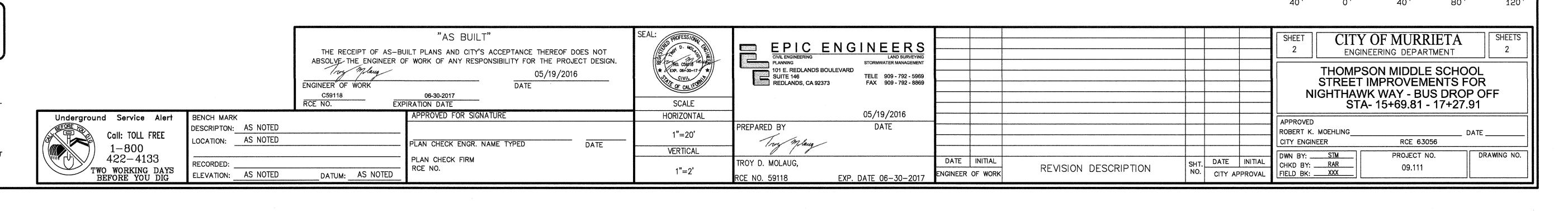








BENCH MARK: RIVERSIDE COUNTY DESIGNATION T-57-81 STAMPED ON 3" ALUMINUM DISK IN CONCRETE CYLINDER. FROM THE INT. OF IVY STREET AND WASHINGTON STREET 1.5 MILES NW ON WASHINGTON STREET TO THE INT. OF WASHINGTON AND MAGNOLIA. AT THE N COR OF THE INT. 36' NE OF WASHINGTON STREET 45' NW OF MAGNOLIA STREET, 2.5' NE OF P.P. #CT45825, 5' W OF WEST EDGE BRICK AND WOOD 6'X12' SIGN FOR "DELANEY'S STOCK FARM", 3' W OF OLD 12' STEEL LIGHT POLE, 5'S OF 3 RAIL 5' HIGH WOOD FENCE. SET FIBERGLASS WITNESS POST 1' NORTH OF MONUMENT.



ARCHITECTS

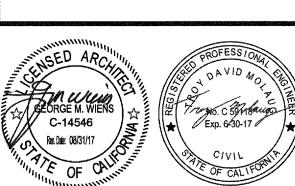
SOUTHERN CALIFORNIA 8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA

TEL: 909-987-0909

CALIFORNIA 91730-0729

www.wlcarchitects.com

MIDDLE



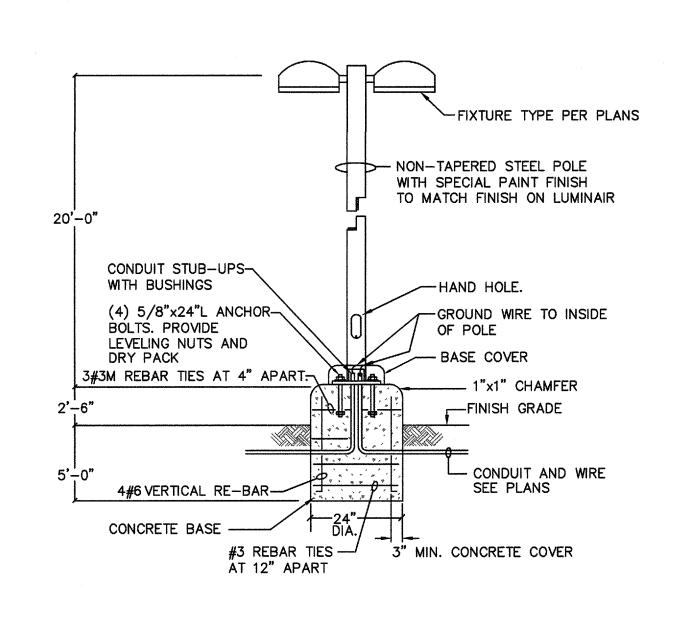
CONSULTANT 101 E. REDLANDS BOULEVARD SUITE 146 REDLANDS, CA 92373

NO DATE BY DESCRIPTION **REVISIONS**

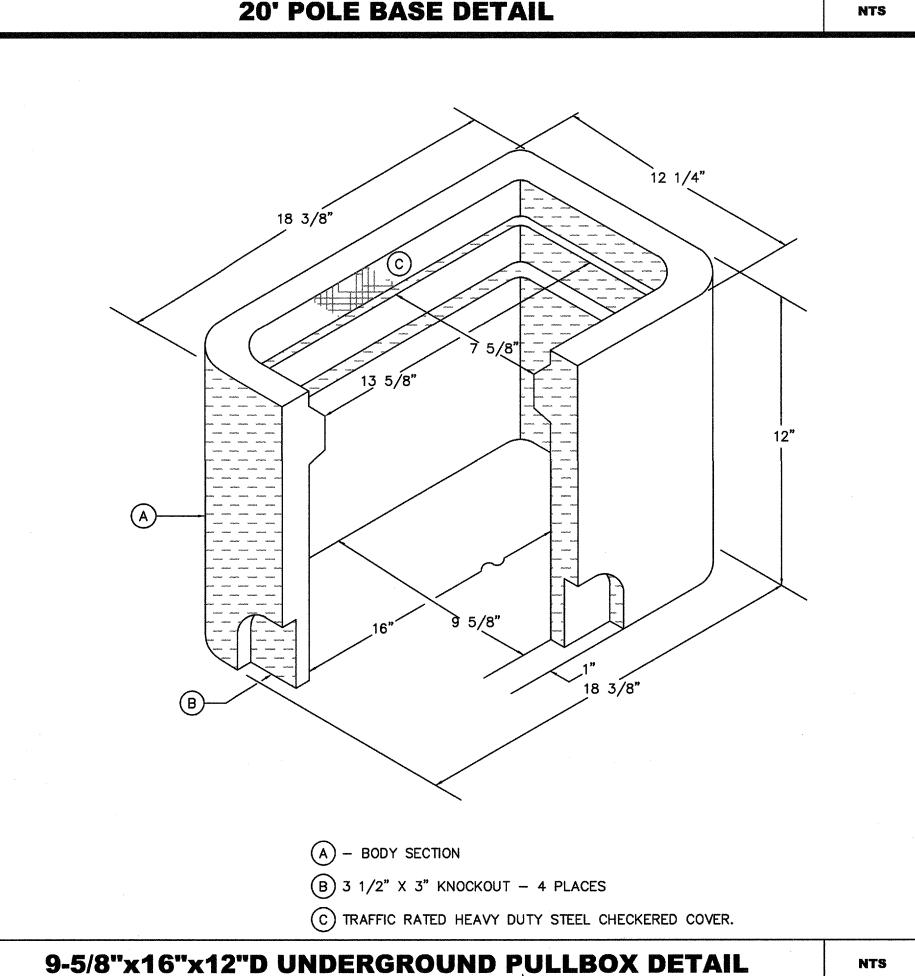
DRAWN: CAC CHECKED: RAR DATE: 5/19/16 SCALE: AS NOTED PROJECT NUMBER: 09.111

> STREET **IMPROVEMENT** PLAN

DRAWING NUMBER:



UNDERGROUND CONDUT PLACEMENT DETAIL



PART 1 - GENERAL

- 1.01 SCOPE OF WORK A. WORK COVERED BY THIS SECTION CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES, AND MATERIALS, UNLESS OTHERWISE SPECIFIED, AND IN PERFORMING ALL OPERATIONS NECESSARY FOR HE INSTALLATION OF A COMPLETE AND OPERABLE ELECTRICAL SYSTEM AS REQUIRED BY THESE SPECIFICATIONS AND AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL EXAMINE ALL DRAWINGS AND SPECIFICATIONS IN A MANNER TO BE FULLY COGNIZANT OF ALL WORK REQUIRED UNDER THIS SECTION.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS UNLESS OTHERWISE ARRANGED AND SCHEDULE ALL REQUIRED INSPECTIONS FOR THE EXECUTION OF THE WORK UNDER

1.02 GENERAL REQUIREMENTS

A. WORK DONE UNDER THIS SECTION SHALL COMPLY WITH THE LATEST EDITION OF THE CALIFORNIA ELECTRICAL CODE, CEC (NATIONAL ELECTRICAL CODE NEC), THE STATE OF CALIFORNIA TITLE 24, THE STATE BUILDING STANDARDS, (OSHA) OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, AND TO ANY APPLICABLE LOCAL JURISDICTIONAL REQUIREMENTS. IN CASE OF CONFLICT BETWEEN REQUIREMENTS, THE MOST RESTRICTIVE SHALL APPLY.

1.03 ELECTRICAL CONTRACTOR'S RESPONSIBILITY

- A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL CHECK THE DRAWINGS OF THE OTHER TRADES AND SHALL CAREFULLY READ THE ENTIRE SPECIFICATIONS AND DETERMINE HIS RESPONSIBILITIES.
- B. BEFORE SUBMITTING THE BID, THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FULLY ACQUAINT HIMSELF WITH EXISTING CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL THE EQUIPMENT AND ASSOCIATED WIRING IN SUCH A MANNER AS TO CONFORM TO THE EXISTING STRUCTURE OF THE BUILDING, AVOID OBSTRUCTIONS, AND MEET APPLICABLE CODE REQUIREMENTS.
- THE INTENT OF THESE DRAWINGS IS TO DESCRIBE A COMPLETE AND OPERABLE SYSTEM. WHERE EXISTING CONDITIONS DIFFER FROM DRAWINGS, ADJUSTMENT SHALL BE MADE AND ALLOWANCES INCLUDED FOR ALL NECESSARY EQUIPMENT TO COMPLETE ALL PARTS OF THE DRAWINGS AND SPECIFICATIONS. BRING ANY QUESTIONS TO THE ARCHITECT OR ENGINEER'S ATTENTION PRIOR TO
- WHEREVER A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT, DEVICES, CIRCUIT BREAKERS, ETC., ARISES ON THE DRAWING AND/OR SPECIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL AND SERVICES REQUIRED BY THE STRICTEST CONDITION NOTED ON DRAWINGS AND/OR IN SPECIFICATIONS TO ENSURE COMPLETE AND OPERABLE SYSTEMS AS REQUIRED BY THE OWNER AND ENGINEER.

1.04 WORK NOT INCLUDED A. CERTAIN LABOR, MATERIALS, OR EQUIPMENT MAY BE FURNISHED

1.06 SUBMITTALS

NTS

- UNDER OTHER CONTRACTS BY THE OWNER. WHEN SUCH IS THE CASE. THE EXTENT, SOURCE, AND DESCRIPTION OF THESE ITEMS WILL BE INDICATED ON THE DRAWINGS OR DESCRIBED IN THE SPECIFICATIONS. UNLESS OTHERWISE NOTED. ALL LABOR. MATERIALS AND EQUIPMENT FOR THE COMPLETE INSTALLATION OF THE ELECTRICAL WORK SHALL BE PROVIDED UNDER THIS SECTION OF THESE SPECIFICATIONS.
- 1.05 SPECIAL REQUIREMENTS A. THE DRAWINGS INDICATE GENERAL ARRANGEMENT OF CIRCUITS. OUTLETS, LOCATIONS OF MOTOR CONTROLLERS WITH DISCONNECTS PANELBOARDS, CONDUIT ROUTING, AND OTHER WORK, INFORMATIO SHOWN ON THE DRAWINGS IS ESSENTIALLY DIAGRAMMATIC: HOWEVER, RECIRCUITING OR RELOCATING ELECTRICAL EQUIPMENT WILL NOT BE PERMITTED WITHOUT SPECIFIC WRITTEN APPROVAL OF THE ENGINEER.
- A. AFTER AWARD OF THE CONTRACT AND BEFORE ANY MATERIALS ARE DELIVERED TO THE JOB SITE, A COMPLETE LIST OF ALL MATERIALS PROPOSED TO BE FURNISHED AND INSTALLED UNDER THIS SECTION MUST BE PROVIDED.
- B. SUBMIT TO THE ENGINEER FOR APPROVAL ONE PRINT AND ONE REPRODUCIBLE OF ALL LIGHTING FIXTURES, PANEL BOARDS, MOTOR CONTROL CENTERS, TRANSFORMERS, AND MOTOR STARTERS. SHOP DRAWINGS SHALL INCLUDE MANUFACTURER'S PRINTED INFORMATION FOR EACH OF THESE ITEMS IDENTIFIED ON THE DRAWINGS. THE INFORMATION SHALL INCLUDE. AS MINIMUM. OVERALL DIMENSIONS. WEIGHT, PHASE, VOLTAGE RATINGS, WIRING DIAGRAMS, AND NAMEPLATE DATA AS APPLICABLE.
- 1.07 STANDARDS AND MATERIALS A. ALL MATERIALS SHALL CONFORM TO THE CURRENT APPLICABLE INDUSTRY STANDARDS, NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION), ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE). IPCEA (INSULATED POWER CABLE ENGINEERS ASSOCIATION), IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONIC
- B. UNLESS OTHERWISE INDICATED, ALL MATERIALS SHALL BE UNDERWRITERS LABORATORIES LISTED AND LABELED, OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

ENGINEERS), NATIONAL ELECTRICAL SAFETY CODE.

WORKMANSHIP AND NEAT APPEARANCE SHALL BE AS IMPORTANT AS THE ELECTRICAL MECHANICAL EFFICIENCY. DEFECTIVE AND DAMAGED MATERIALS SHALL BE REPLACED OR REPAIRED PRIOR TO FINAL APPROVAL AND ACCEPTANCE. THE DRAWINGS AND SPECIFICATIONS TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT THAN CODES, STATUTES, OR ORDINANCES IN EFFECT APPLICABLE CODES, STANDARDS, ORDINANCES, AND STATUTES TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT OR CONFLICT WITH THE DRAWINGS OR SPECIFICATIONS.

1.08 DELIVERY AND STORAGE OF MATERIALS THE CONTRACTOR SHALL INVESTIGATE EACH SPACE IN THE BUILDING THROUGH WHICH EQUIPMENT MUST PASS TO REACH ITS FINAL LOCATIONS. IF NECESSARY, THE MANUFACTURER SHALL BE REQUIRED TO SHIP HIS MATERIAL IN SECTIONS, SIZED TO PERMIT PASSING THROUGH SUCH RESTRICTED AREAS IN THE BUILDING.

THE CONTRACTOR SHALL RETAIN IN HIS POSSESSION AND SHALL BE RESPONSIBLE FOR ALL PORTABLE AND DETACHABLE PARTS OF PORTIONS OF INSTALLATIONS SUCH AS FUSES, KEY LOCKS, ADAPTORS, BLOCKING CLIPS, AND INSERTS UNTIL FINAL COMPLETION OF WORK. THESE PARTS SHALL BE DELIVERED TO THE OWNER UPON COMPLETION OF THE WORK.

PART 2 - PRODUCTS 2.01 EQUIPMENT AND MATERIALS

- A. ALL MATERIALS FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE OF THE WORK. SHOULD ANY TROUBLE DEVELOP DURING THEIR PERIOD DUE TO DEFECTIVE MATERIALS OR FAULTY WORKMANSHIP. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT ANY COST TO THE OWNER. ANY DEFECTIVE MATERIAL OR INFERIOR WORKMANSHIP NOTED AT THE TIME OF INSTALLATION SHALL BE CORRECTED IMMEDIATELY TO THE SATISFACTION OF THE OWNER.
- B. ALL MAJOR EQUIPMENT COMPONENTS SHALL HAVE THE MANUFACTURER'S NAME, ADDRESS, MODEL NUMBER, AND SERIAL NUMBER PERMANENTLY ATTACHED IN A CONSPICUOUS MANNER. 2.02 CONDUIT
- A. PROVIDE RACEWAYS AS INDICATED ON THE DRAWINGS AND AS HEREIN SPECIFIED. CONDUITS SHALL BE RIGID STEEL "GRC" (THICK WALL) GALVANIZED; ELECTRICAL METALLIC TUBING "EMT" (THIN WALL); FLEXIBLE STEEL, GALVANIZED; LIQUID-TIGHT, FLEXIBLE STEEL CONDUIT WITH GROUND BOND; ALUMINUM CONDUIT; OR SCHEDULE
- B. ALL CONDUITS (CO) SHALL BE SCHEDULE EMT UNLESS OTHERWISE INDICATED ON THE DRAWING. ALL EMPTY CONDUIT SHALL BE PROVIDED WITH A at" POLYPROPYLENE PULL STRING. WHERE CONDUIT CROSSES AN EXPANSION JOINT, PROVIDE APPROVED
- FITTINGS WHICH ALLOW DEFLECTIONS EQUIVALENT TO TWICE THE MOVEMENT ALLOWED BY THE DESIGN. D. PVC SCHEDULE 40 CONDUITS SHALL BE USED ONLY IN UNDERGROUND APPLICATION, CONDUIT RISERS THOUGHT SLAB SHALL
- 2.03 CONDUCTORS PROVIDE A COMPLETE SYSTEM OF CONDUCTORS IN RACEWAY SYSTEMS AS SHOWN ON THE DRAWINGS AND THEN HEREIN

RACEWAY REGARDLESS OF VOLTAGE APPLICATION.

SPECIFIED. ALL WIRE SHALL BE ROUTED THROUGH AN APPROVED

2.10 PANELBOARDS (EXISTING)

A. UPDATE PANEL DIRECTORY 2.12 EXTERIOR LIGHTING FIXTURES

A. REFER TO DRAWINGS

2.16 ELECTRICAL CONNECTIONS A. UNLESS OTHERWISE NOTED, ALL WIRING FOR MOTORS, STARTERS, CONTROLS. AND EQUIPMENT SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. WHERE MOTORS FOR MECHANICAL EQUIPMENT ARE FURNISHED BY OTHER DIVISIONS, WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR, EXCEPT

WHERE WIRED INTEGRALLY WITH THE EQUIPMENT.

SPECIFICATIONS

2.17 SUPPORTING DEVICES A. REFER TO DRAWINGS

PART 3 - EXECUTION 3.01 WORKMANSHIP AND COMPLETION OF INSTALLATION

- WORKMANSHIP AND NEAT APPEARANCE SHALL BE AS IMPORTANT AS THE ELECTRICAL AND MECHANICAL EFFICIENCY. DEFECTIVE AND DAMAGED MATERIALS SHALL BE REPLACED OR REPAIRED PRIOR TO FINAL INTERPRETATIONS INCLUDED. ANY DEFICIENCY PERTAINING TO EITHER WORKMANSHIP OR MATERIALS FOUND BY THE INSPECTOR SHALL BE CORRECTED WITHOUT ADDITIONAL COST TO THE OWNER.
- B. THE CONTRACTOR SHALL MAINTAIN ON JOB SITE A SET OF THE WORKING DRAWINGS WHICH SHALL BE UPDATED DAILY IN DETAIL FOR WORK ACCOMPLISHED. UPON COMPLETION OF THE WORK, A SET OF REPRODUCIBLE CONTRACT DRAWINGS SHALL BE OBTAINED FROM THE GENERAL CONTRACTOR AND ALL CHANGES AS NOTED ON THE RECORD SET OF PRINTS SHALL BE INCORPORATED THEREON WITH RED INK IN A NEAT, LEGIBLE, UNDERSTANDABLE AND PROFESSIONAL
- ALL EQUIPMENT AND MATERIAL CONNECTED WITH THIS PROJECT SHALL BE INSTALLED COMPLETE, THOROUGHLY CLEANED, AND ALL RESIDUE REMOVED FROM INSIDE SURFACES. EXTERIOR SURFACES OF ALL MATERIAL AND EQUIPMENT SHALL BE CLEANED AND DELIVERED IN A PERFECT, UNBLEMISHED CONDITION.
- D. PERFORM ALL WORK IN A MANNER WHICH WILL NOT CAUSE UNNECESSARY INCONVENIENCE OR DANGER TO THE OCCUPANTS, NOR INTERFERE WITH THE ACTIVITIES IN THE BUILDING. UPON COMPLETION OF THE INSTALLATION AND AS A CONDITION OF
- ITS ACCEPTANCE FURNISH ONE COPY OF THE FINAL INSPECTION CERTIFICATE TO THE OWNER. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE EACH POWER
- INTERRUPTION WITH OWNER, AND SHALL PROVIDE AT LEAST ONE WEEKS NOTICE OF PROPOSED INTERRUPTION AND WORK TO BE ACCOMPLISHED.

A. THE CONTRACTOR SHALL COORDINATE THIS WORK WITH ALL OTHER CONTRACTORS FURNISHING LABOR, MATERIALS AND WORK, SO THAT THE WORK AS WHOLE SHALL BE EXECUTED AND COMPLETED

WITH DRAWING DETAILS.

3.02 PREPARATION COORDINATION.

WITHOUT CONFLICT OR DELAY. 3.03 TRENCHING AND BACK FILLING A. PERFORM ALL SUCH TRENCHING AND BACKFILLING IN ACCORDANCE

B. EXAMINE THE DRAWINGS AND SPECIFICATIONS AND DETERMINE THE WORK TO BE PERFORMED BY THE ELECTRICAL, MECHANICAL, PLUMBING AND OTHER TRADES. PROVIDE THE TYPE AND AMOUNT OF ELECTRICAL MATERIALS AND EQUIPMENT NECESSARY TO PLACE THIS WORK IN PROPER OPERATION, COMPLETELY WIRED TESTED AND READY FOR USE. THIS SHALL INCLUDE ALL CONDUIT, WIRE, DISCONNECTS, RELAYS, AND OTHER DEVICES FOR THE REQUIRED OPERATION SEQUENCE OF ALL ELECTRICAL, MECHANICAL, AND OTHER SYSTEMS OR EQUIPMENT.

3.04 CORE CUTTING, DRILLING, AND PATCHING

A. NO HOLES WILL BE ALLOWED IN ANY STRUCTURAL MEMBERS WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT OR STRUCTURAL ENGINEER AND GENERAL CONTRACTOR.

3.05 INSTALLATION

- A. WORKMANSHIP IS TO BE NEAT, BY EXPERIENCED WORKMEN WITH ADEQUATE SUPERVISION, AND IN LINE WITH NORMAL INDUSTRY WORK
- B. MAINTAIN WORKING CLEARANCE AROUND ELECTRICAL EQUIPMENT, IN ACCORDANCE WITH CODE REQUIREMENTS AS A MINIMUM. WHERE LIGHTING FIXTURES AND OTHER ELECTRICAL ITEMS ARE SHOWN IN CONFLICT WITH LOCATIONS OF STRUCTURAL MEMBERS
- AND MECHANICAL OR OTHER EQUIPMENT, FURNISH AND INSTALL ALL REQUIRED SUPPORTS AND WIRING TO CLEAR THE ENCROACHMENT. VERIFY LOCATION OF EACH OUTLET FOR POWER, SIGNAL TELEPHONE / DATA. AND EACH LIGHTING FIXTURE WITH ARCHITECT PRIOR TO ROUGH-IN. INCLUDE IN BID COST OF RELOCATING EACH
- ITEM WITHIN TEN-FEET RADIUS OF ITS INDICATED LOCATION. ALL CONDUIT TO BE RUN CONCEALED UNLESS OTHERWISE NOTED. ALL CONDUITS SHALL BE ROUTED OVERHEAD IN CEILING SPACES. NO CONDUITS SHALL BE PERMITTED IN CONCRETE SLAB, MASONRY WALLS UNLESS SPECIFICALLY SO INDICATED. CONDUIT SHALL BE RUN SO AS NOT TO INTERFERE WITH OTHER PIPING FIXTURES OR
- WHERE ALLOWED, EXPOSED CONDUIT RUNS SHALL BE INSTALLED PARALLEL OR PERPENDICULAR TO WALLS, STRUCTURAL MEMBERS,
- OR INTERSECTION OF VERTICAL PLANES AND CEILINGS. G. ALL ELECTRICAL CONDUITS AND OTHER ELECTRICAL RACEWAYS PASSING THROUGH FIRE RATED CEILINGS, SLABS, WALLS AND PARTITIONS SHALL BE SEALED TO PREVENT THE SPREAD OF FIRE, SMOKE, AND GASSES. USE A UL LISTED AND APPROVED FIRE-STOP MATERIAL EQUAL TO RATING OF A WALL OR A FLOOR SLAB PENETRATED; INSTALLATION OF FIRE-STOP MATERIAL SHALL BE IN
- ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS. UNLESS WRITTEN PERMISSION IS GRANTED BY THE ARCHITECT, NO MATERIAL SHALL BE MOUNTED ON THE EXTERIOR WALLS OR PARAPET TOP OF THE BUILDING.
- ALL ROTATING ELECTRICAL EQUIPMENT SHALL BE SUPPLIED WITH A FLEXIBLE, LIQUID-TIGHT CONDUIT WITH APPROPRIATE SLACK AND SHALL NOT EXCEED THIRTY-SIX (36) INCHES.

TELEPHONE WIRES SHALL BE PLENUM RATED CABLE FOR MOUNTING

- J. ALL POWER WIRING SHALL BE INSTALLED IN CONDUIT.
- IN CEILING SPACES WITHOUT CONDUIT UNLESS OTHERWISE NOTED. ALL WIRES FOR ALL SYSTEMS SHALL BE CONTINUOUS FROM SWITCH O TERMINAL OR FURTHEST OUTLET. NO JOINTS SHALL BE MADE EXCEPT IN PULL, JUNCTION OR OUTLET BOXES, OR IN PANEL OR SWITCHBOARD GUTTERS.

3.06 GROUNDING

- A. ALL EQUIPMENT SHALL BE PROPERLY GROUNDED AS INDICATED ON DRAWINGS AND AS REQUIRED BY THE LATEST EDITION OF
- B. FURNISH AND INSTALL ALL GROUNDING CONDUCTORS, CONDUIT AND
- CLAMPS. THE SIZE OF THE GROUNDING CONDUCTORS SHALL BE NOT LESS THAN THAT SPECIFIED IN THE CEC AND NEC.
- C. BUILDING GROUNDING SYSTEM RESISTANCE TO GROUND SHALL NOT EXCEED 25 OHMS.
- D. EACH BRANCH CIRCUIT SHALL BE EQUIPPED WITH CODE SIZE GREEN GROUND, EQUIPMENT WIRE (PER NEC 250-95) (NOT INDICATED ON DRAWINGS) WITHIN THE SAME CONDUIT FOR ALL CIRCUITS OF

3.07 BRANCH CIRCUITS

- A. NO MORE THAN THREE BRANCH CIRCUITS PERMITTED IN ONE CONDUIT UNLESS INDICATED OTHERWISE.
- 3.08 IDENTIFICATION A. NOT APPLICABLE

3.09 PROTECTION

- A. USE ALL MEANS NECESSARY TO PROTECT THE WORK AND MATERIALS FROM LOSS DURING AND AFTER INSTALLATION, AND PROVIDE ADEQUATE AND PROPER STORAGE FACILITIES DURING THE PROGRESS OF THE WORK, PROVIDE FOR THE SAFETY AND GOOD CONDITION OF ALL WORK UNTIL FINAL ACCEPTANCE OF THE WORK BY THE OWNER. REPLACE ALL DAMAGE OR DEFECTIVE WORK, MATERIAL, AND EQUIPMENT AT NO EXPENSE TO THE OWNER BEFORE REQUESTING FINAL ACCEPTANCE.
- 3.10 CLEANING OF EQUIPMENT, MATERIAL, AND PREMISES A. SITE SHALL BE LEFT BROOM CLEAN AFTER COMPLETION OF WORK
- EACH DAY. UPON COMPLETION OF THE WORK, LEAVE THE PREMISES CLEAN OF ALL DIRT AND DEBRIS. B. ALL EQUIPMENT AND MATERIAL CONNECTED WITH THIS PROJECT
- SHALL BE INSTALLED COMPLETE, THOROUGHLY CLEANED, AND ALL RESIDUE REMOVED FROM INSIDE SURFACES. EXTERIOR SURFACES OF ALL MATERIAL AND EQUIPMENT SHALL BE CLEANED AND DELIVERED IN A PERFECT, UNBLEMISHED CONDITION. 3.11 HANDLING OF WIRE AND CABLE
- A. HANDLE WIRE AND CABLE SO AS TO AVOID DAMAGE TO CONDUCTORS AND TAKE EVERY PRECAUTION TO AVOID SHARP BENDING OR SCORING OF THE CABLE. CABLE SHALL NOT BE LAID
- NOR DRAGGED UPON THE GROUND. B. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND REPLACE AT HIS OWN EXPENSE ALL WIRE AND CABLE DAMAGED DUE TO

IMPROPER HANDLING, AND SHALL PAY FOR THE NEW WIRE OR

3.12 TESTING AND INSPECTIONS

- A. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND ARRANGE ALL REQUIRED INSPECTIONS FOR THE EXECUTION OF THE WORK UNDER THIS CONTRACT. B. THE CONTRACTOR SHALL REPLACE ALL DAMAGED OR DEFECTIVE EQUIPMENT OR WORK.
- C. ALL CIRCUITS SHALL BE TESTED FOR CONTINUITY AND CIRCUIT INTEGRITY BY THE CONTRACTOR. ADJUSTMENTS SHALL BE MADE FOR CIRCUITS NOT COMPLYING WITH TESTING CRITERIA.
- D. THE CONTRACTOR SHALL FURNISH ALL INSTRUMENTS AND PERFORM ANY ADDITIONAL TESTS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. HE SHALL ALSO CORRECT ALL FAILURES AND REPLACE ANY DAMAGED PORTIONS OF THE WORK RESULTING FROM THOSE TESTS. THE COST OF THE FOREGOING ITEMS SHALL BE PAID BY THE CONTRACTOR.
- THE CONTRACTOR SHALL FURNISH THE OWNER CERTIFICATES OF INSPECTION AND APPROVAL BY THE ELECTRICAL INSPECTION AUTHORITY ON ALL WORK COMPETED AS REQUIRED.
- 3.13 TELEPHONE AND DATA A. NOT PPLICABLE

PART 4 - DEMOLITION

4.01 EXAMINATION A. VERIFY FIELD MEASUREMENTS AND CIRCUITING ARRANGEMENTS ARE

- AS SHOWN ON DRAWING FOR ELECTRICAL SYSTEMS TO BE REROUTED BEFORE DEMOLITION. B. VERIFY THAT ABANDONED WIRING AND EQUIPMENT SERVES ONLY
- ABANDONED FACILITIES. C. DEMOLITION DRAWINGS ARE BASED ON CASUAL OBSERVATION AND EXISTING SITE CONDITION. REPORT DISCREPANCIES TO ENGINEER
- BEFORE DISTURBING EXISTING INSTALLATION. D. BEGINNING OF DEMOLITION MEANS THAT THE INSTALLER ACCEPTS EXISTING CONDITIONS.
- 4.02 PREPARATION A. DISCONNECT ELECTRICAL SYSTEMS FOR AREAS SCHEDULED TO BE
- B. DE-ENERGIZE EXISTING ELECTRICAL SERVICE ONLY TO MAKE SWITCH OVER AND CONNECTIONS, OBTAIN PERMISSION AT LEAST 48 HOURS BEFORE PARTIALLY OR COMPLETELY DISABLING SYSTEM. MINIMIZE
- C. DISABLE FIRE ALARM SYSTEM ONLY TO MAKE SWITCH OVER AND CONNECTIONS. NOTIFY OWNER AT LEAST 48 HOURS BEFORE PARTIALLY OR COMPLETELY DISABLING SYSTEM. MINIMIZE OUTAGE DURATION. CONTRACTOR TO COORDINATE THE INSTALLATION OF THE NEW OWNER FURNISHED FIRE ALARM SYSTEM WITH THE OWNER ON SITE REPRESENTATIVE.
- 4.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK
- A. REMOVE, RELOCATE, AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE DEMOLITION OF BUILDING SYSTEMS AND MAINTAIN SYSTEMS SUPPORTING FOR THE RETAINED FACILITIES. B. REMOVE ABANDONED WIRING TO SOURCE OF SUPPLY.
- C. REMOVE EXPOSED ABANDONED CONDUIT. CUT CONDUIT FLUSH WITH FLOORS, AND PATCH SURFACE.
- D. DISCONNECT AND REMOVE ABANDONED PANELBOARDS AND
- DISTRIBUTION EQUIPMENT. E. REMOVE ALL ELECTRICAL DEVICES AND EQUIPMENT SERVING UTILITY EQUIPMENT THAT HAS BEEN REMOVED.
- F. REMOVE ABANDONED LUMINARIES. REMOVE BRACKETS, STEMS, HANGERS, AND OTHER ACCESSORIES 4.04 DISPOSAL AND CLEANUP
- A. REMOVE ABANDONED RECEPTACLES, SWITCHES, BACKBOARDS, PULL BOXES, FIRE ALARM SYSTEM DEVICES, HALON SYSTEM AND ANNUNCIATOR PANELS ETC. BACK TO THE SOURCE.
- B. EXTEND EXISTING INSTALLATIONS USING MATERIALS AND METHODS AS SPECIFIED .
- A. REMOVE FROM THE SITE AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS AND EQUIPMENT NOT INDICATED TO BE SALVAGED. B. PERFORM CUTTING AND PATCHING REQUIRED FOR DEMOLITION BY CUTTING OFF CONDUIT TO BE REMOVED, PLUG AND SEAL THE REMAINING PROTION OF CONDUIT.

DRAWING LIST

DESCRIPTION SPECIFICATION, LEGEND AND DRAWING LIST

PHOTOMETRICS

EO.2 TITLE 24 DOCUMENTATION E1.0a DEMOLITION AND REMODEL SITE PLAN E1.0b DEMOLITION AND REMODEL SITE PLAN (SOLAR OPTION)

LEGEND

CONDUIT RUN, CONCEALED IN CEILING, WALLS OR UNDER FLOORS. CLIENT FOCUSED CONDUIT RUN UNDERGROUND.

CONDUIT HOMERUN TO PANELBOARD. LETTER AND NUMERALS INDICATE ELECTRICAL PANEL AND CIRCUIT NUMBER. SURFACE MOUNTED BRANCH CIRCUIT PANELBOARD.

PANEL DESIGNATION. EXISTING EQUIPMENT WITH "E" ADJACENT IS TO REMAIN.

EXISTING EQUIPMENT WITH "R" ADJACENT IS TO BE COMPLETELY DISCONNECTED AND REMOVED.

REMAIN UNLESS NOTED OTHERWISE ON DRAWINGS. EXISTING CONDUIT RUN TO BE ABANDONED. REMOVE CONDUCTORS —EA—

EXISTING CONDUIT RUN TO BE REWIRED. REFER TO PLANS FOR —EX — WIRING REQUIREMENTS.

> CONDUIT RUN. CONDUIT TO BE REMOVED AT "ER" SIDE OF "X". REMOVED ALL CONDUCTORS PRIOR TO CUTTING CONDUIT. EXACT LOCATION OF A CONDUITS SHALL BE FIELD VERIFIED.

EXISTING CONDUIT AND WIRE RUN TO BE COMPLETELY DISCONNECTED



SOUTHERN CALIFORNIA 8163 ROCHESTER AVENUE, SUITE 100 RANCHO CUCAMONGA CALIFORNIA 91730-0729

TEL: 909-987-0909 www.wlcarchitects.com

AND CAP ENDS OF CONDUIT.

EXISTING CONDUIT RUN TO REMAIN. EXISTING CONDUCTORS TO

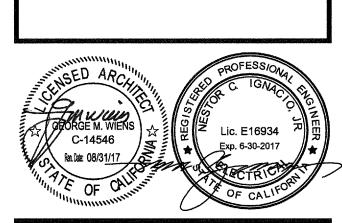
"X" INDICATES APPROXIMATE POINT OF INTERCEPTION OF EXISTING

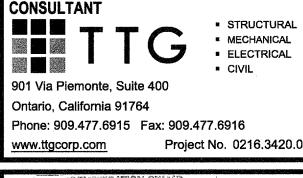
AND REMOVED BACK TO LAST REMAINING OUTLET OR DEVICE.

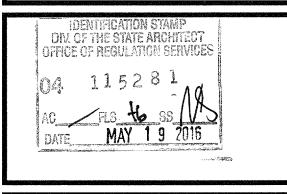
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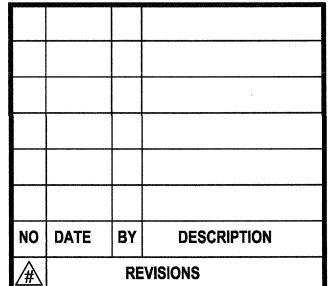
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CHECKED: GW DRAWN: NR **DATE**: 03/10/2016 | **SCALE**: PROJECT NUMBER: 1522500

SPECIFICATION, LEGEND AND DRAWING LIST

NUMBER:

APPLICABLE CODES AND STANDARDS

 2013 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 1

CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 2 (2009 INTERNATIONAL BUILDING CODE (IBC) W/CALIFORNIA AMENDMENTS)

CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 3 (2008 NATIONAL ELECTRICAL CODE (NEC) W/CALIFORNIA AMENDMENTS)

 2013 CALIFORNIA FIRE CODE (CFC) CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 9

 2013 CALIFORNIA EXISTING BUILDING CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART10

CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 12 AMERICANS WITH DISABILITIES ACT (ADA)

ACCESSIBILITY STANDARDS CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 19

2013 CALIFORNIA ELECTRICAL CODE (CEC)

 2010 CALIFORNIA ENERGY CODE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 6

2013 CALIFORNIA REFERENCED STANDARDS CODE

2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (CAL GREEN), PART II, TITLE 24 C.C.R.

2013 CALIFORNIA BUILDING CODE (CBC)

(2009 INTERNATIONAL FIRE CODE (IFC) W/CALIFORNIA AMENDMENTS)

(2009 INTERNATIONAL EXISTING BUILDING CODE (IEBC))

TITLE II - ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAG) 1990 STATE FIRE MARSHAL REGULATIONS AND AMENDMENTS TO-DATE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, CALIFORNIA STATE

OOR LIGHTING LTO-01-E (Revised 05/15) CALIFORNIA ENERGY COMMISSION ATE OF COMPLIANCE ORC-LTO-01-E CEC-NRCC-LTO-01-E CECTIFICATE OF COMPLIA	15) CALIFORNIA ENERGY COMMISSION	STATE OF CALIFORNIA OUTDOOR LIGHTING CEC-NRCC-LTO-01-E (Revised 06/14)	CALIFORNIA ENERGY COMMISSION	STATE OF CALIFORNIA OUTDOOR LIGHTING CEC-NRCC-LTO-01-E (Revised 08/14)	CALIFORNIA ENERGY COMMISSION	
Lighting (Page 1 of 4) Outdoor Lighting Thompson Middle School Date Prepared: 5/5/2016 Project Name: Thompson Mid	(Page 2 of 4)	CERTIFICATE OF COMPLIANCE Outdoor Lighting	NRCC-LTO-01-E (Page 3 of 4)	CERTIFICATE OF COMPLIANCE Outdoor Lighting	NRCC-LTO-01-E (Page 4 of 4)	
Iress: 24040 Hayes Avenue Murrieta, CA 92562 Total Illuminated Hardscape Area Schedule of luminaire	s exempt from the outdoor lighting power requirements in §140.7	Project Name: Thompson Middle School	Date Prepared: 5/5/2016	Project Name: Thompson Middle School	Date Prepared: 5/5/2016	
0.7 0.7	Description of exempt luminaire in accordance with the exemptions	A. OUTDOOR LIGHTING SCHEDULE and FIELD INSPECTION ENERGY CHECKL Luminaire Schedule Installed Wa		DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. I certify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name:		
Construction: New Construction		A B C D	Inspector	Company: Nestor Ignacio TTG Corp	Signature Date: 5/5/2016	
Lighting Zone (OLZ) OLZ-1 OLZ-2 OLZ-3 OLZ-4 Onfirmed with the AHJ which OLZ applies to this site. For default lighting zone designations, see Title 24 Part 6, §10-114		How wattage was determined E ≤	Tota Watts	Address: 901 Via Piemonte, Suite 400 City/State/Zip: Ontario, CA 91764	CEA Certification (if applicable): Phone: (909) 477-6915	
COMPLIANCE DOCUMENTS (check box for each document included)		Name or Item Tag Complete Luminaire Description In Item Tag Complete Luminaire Description Item Tag In	minater of the selection area in which are installed these luminaires are installed the luminai	RESPONSIBLE PERSON'S DECLARATION STATEMENT I certify the following under penalty of perjury, under the laws of the State of Californ		
by the California Energy Commission	s exempt from the cutoff requirements in §130.2(b)	EX1 90w LED 90.0 12 1	6 540 Automotive Hardscape	The information provided on this Certificate of Compliance is true and correct.	sibility for the building design or system design identified on this Certificate of Compliance (responsible	
Name or Symbol CCC-LTO-01-E Certificate of Compliance CCC-LTO-02-E Outdoor Lighting Controls Certificate of Compliance	Description of exempt luminaire in accordance with the exemptions	EX1 90W LED 90.0 2	O 540 Automotive nardscape	 designer). The energy features and performance specifications, materials, components, and ma conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Re 	anufactured devices for the building design or system design identified on this Certificate of Compliance Regulations.	
ACC-LTO-03-E Outdoor Lighting Power Allowance Certificate of Compliance				worksheets, calculations, plans and specifications submitted to the enforcement age	of Compliance are consistent with the information provided on other applicable compliance documents, ency for approval with this building permit application. made available with the building permit(s) issued for the building, and made available to the enforcement	
ary of Allowed Outdoor Lighting Power Watts				agency for all applicable inspections. I understand that a completed signed copy of the building owner at occupancy.	this Certificate of Compliance is required to be included with the documentation the builder provides to the Responsible Designer Signature:	
	s exempt from the outdoor lighting control requirements in §130.2(c)			Nestor Ignacio, P.E. Company: TTG Engineers	Date Signed: 05/05/2016	
Sum Total INSTALLED Outdoor lighting Wattage from NRCC-LTO-01-E, page 3 540 Name or Symbol	Description of exempt luminaire in accordance with the exemptions			Address: 901 Via Piemonte City/State/Zip: Ontario, CA 91764	Licerse: E16934 Phone: (909) 477-6915	
ation of Required Installation Certificates – Declare by checking all Installation Certificates that will mitted. (Retain copies and verify forms are completed and signed.)				Ontailo, OA 31104	(303) 477-0310	
CI-LTO-01-E - Must be submitted for all buildings						
CI-LTO-02-E - Must be submitted for a lighting control system, or for an Management Control System (EMCS), to be recognized for compliance.						
ation of Required Certificates of Acceptance – Declare by checking all of the Certificates of ance that will be submitted. (Retain copies and verify forms are completed and signed.)						
CA-LTO-02-A - Must be submitted for outdoor lighting controls.		INSTALLED WATTS PAGE	540 INSTALLED Outdoor lighting wattage) into 540			
		CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	NRCC-LTO-01-E; Page 1 June 2013	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	June 2013	
g Energy Efficiency Standards - 2013 Nonresidential Compliance May 2015 CA Building Energy Efficiency S	tandards - 2013 Nonresidential Compliance May 2015					
F CALIFORNIA DOOR LIGHTING CONTROLS CC-LTO-02-E (Revised 05/15) CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION NRCC-LTO-02-E	STATE OF CALIFORNIA OUTDOOR LIGHTING CONTROLS CEC-NRCG-LTO-02-E (Revised 05/15) CERTIFICATE OF COMPLIANCE	CALIFORNIA ENERGY COMMISSION NRCC-LTO-02-E	STATE OF CALIFORNIA OUTDOOR LIGHTING CONTROLS CEG-NRCC-LTO-02-E (Revised 05/15) CERTIFICATE OF COMPLIANCE	CALIFORNIA ENERGY COMMISSION NRCC-LTO-02-E	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE	CALIFORNIA ENERGY COM
or Lighting Controls (Page 1 of 3) Thompson Middle School Date Prepared: 5/5/2016	Outdoor Lighting Controls Project Name: Thompson Middle School	(Page 2 of 3) Date Prepared: 5/5/2016	Outdoor Lighting Controls Project Name: Thompson Middle School	(Page 3 of 3) Date Prepared: 5/5/2016	Outdoor Lighting Power Allowances Project Name: Thompson Middle School	Date Prepared: 5/5/2016
IRCC-LTO-02-E shall be used to document all mandatory outdoor lighting controls that are applicable to the project.	MANDATORY OUTDOOR LIGHTING CONTROL SCHEDULE and FIELD INSPE	CTION CHECKLIST	DOCUMENTATION AUTHOR'S DECLARATION STATEMENT		A. OUTDOOR LIGHTING POWER ALLOWANCE SUMMARY	
latory Outdoor Lighting Control Declaration Statements : all that apply:		Fiel Fiel	I certify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name: Nestor Ignacio Company: Signature Date: Signature Date: Signature Date: Documentation Author Signature Signature Date: Documentation Author Signature Documentation Author Sign	-mn Gmm	 General Hardscape Lighting Power Allowance (Site Total from Section B of NRCC-LTO-03-E) Additional Specific "use it or lose it" Lighting Power Allowances listed in each of these cells shall be idented. 	tical to total allowed watts
ighting shall be controlled by self-contained lighting control devices which are certified to the Energy Commission according to the Title 20 Appliance fficiency Regulations in accordance with §110.9(a).	Outdoor Lighting Control Schedule	Standards Complying With (all that apply, or enter 'E' if Exempted)	Company: TTG Corp Signature Date: 5/5/2016 Address: 901 Via Plemonte, Suite 400 CEA Certification Identification (if a	applicable):	determined in Section C-1 to C-4 of NRCC-LTO-03-E. PER APPLICATION PER UNIT LENGTH PER HARDSCAPE AREA	PER SPECIFIC AREA
ighting shall be controlled by a lighting control system or energy management control system in accordance with §110.9. An Installation Certificate nall be submitted in accordance with §130.4(b).		ctor	City/State/Zip: Ontario, CA 91764 Phone: (909) 477-6915 RESPONSIBLE PERSON'S DECLARATION STATEMENT		from Section C-1 (SALES FRONTAGE) (ORNAMENTAL LIGHTING) from Section C-2 from Section C-3	1 1 1
Il lighting controls and equipment shall comply with the applicable requirements in §110.9 and shall be installed in accordance with the manufacturer's instructions in accordance with §130.1	A B C Type/ Description of Lighting Control (i.e.	C D E F G H I N O	I certify the following under penalty of perjury, under the laws of the State of California: The information provided on this Certificate of Compilance is true and correct. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the	an huilding during an austam darion identified an this Cartificate of Camplianes	0 + 0 + () + 0 = 2. 3.
art-Night Outdoor Lighting Controls, as defined in Section 100.1(b), shall meet the requirements in Section 110.9(b)5 All outdoor incandescent luminaires rated over 100 watts, determined in accordance with Section 130.0(c), shall be controlled by a motion sensor.	Location and Application of astronomical time-switch control of	Fall Fall Fall Fall Fall Fall Fall Fall	(responsible designer). The energy features and performance specifications, materials, components, and manufactured Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of F	devices for the building design or system design identified on this Certificate of	B. GENERAL HARDSCAPE LIGHTING POWER ALLOWANCE FROM TABLE 140.7-A	
All outdoor luminaires rated for use with lamps greater than 150 lamp watts, determined in accordance with Section 130.0(c), shall comply with acklight, Uplight, and Glare (collectively referred to as "BUG") in accordance with Section 130.2(b)	Luminaires being controlled centralized time-based zone lighting Unit	(c)	 The building design features or system design features identified on this Certificate of Complianc documents, worksheets, calculations, plans and specifications submitted to the enforcement age 	ce are consistent with the information provided on other applicable compliance ency for approval with this building permit application.		Vattage Allowance (LWA) Initial Wattage Allowance (IWA) Light
All installed outdoor lighting shall be controlled by a photocontrol or outdoor astronomical time-switch control in accordance with Section 130.2(c)1 All installed outdoor lighting shall be circuited and independently controlled from other electrical loads by an automatic scheduling control in	Parking Lot Astronomical Time Switch 4		 I will ensure that a completed signed copy of this Certificate of Compliance shall be made available enforcement agency for all applicable inspections. I understand that a completed signed copy of builder provides to the building owner at occupancy. 	f this Certificate of Compliance is required to be included with the documentation the	Name of area Illuminated AWA Per AWA (B x C) Perimeter Length of General Hardscape	
accordance with Section 130.2(c)2 All installed outdoor lighting, where the bottom of the luminaire is mounted 24 feet or less above the ground, shall be controlled with automatic			Responsible Designer Name: Nestor Ignacio, P.E. Company: TTG Engineers Responsible Designer Signature: Date Signed:	05/05/201 <i>6</i>	Parking 25,985 0.090 2,339 850	0.600 510 770 3,619
ghting controls in accordance with Section 130.2(c)3 For Outdoor Sales Frontage, Outdoor Sales Lots, and Outdoor Sales Canopies lighting, an automatic lighting control in accordance with Section			Address: 901 Via Piemonte License: City/State/Zip: Ontario, CA 91764	E16934 (909) 477-6915		
30.2(c)4 For Building Facade, Ornamental Hardscape and Outdoor Dining lighting, an automatic lighting control in accordance with Section 130.2(c)5			Ontanio, CA 31704	(303) 477-0313		
efore an occupancy permit is granted for a newly constructed building or area, or a new lighting system serving a building, area, or site is operated for ormal use, indoor lighting controls serving the building, area, or site shall be certified as meeting the Acceptance Requirements for Code Compliance in accordance with §130.4.(a). Outdoor lighting controls shall comply with the applicable requirements of Section 130.2(c) and Reference Nonresidential						
ppendix NA7.8						
					(TOTAL 3.619
						L 3,0 1
ling Energy Efficiency Standards - 2013 Nonresidential Compliance May 2015	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	May 2015	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	May 2015	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	[3,01
F CALIFORNIA DOOR LIGHTING POWER ALLOWANCES	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES		STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES		CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	3,01
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F CALIFORNIA DOOR LIGHTING POWER ALLOWANCES CC-LTO-03-E (Revised 05/15) CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E or Lighting Power Allowances (Page 2 of 4) Thompson Middle School TIONAL "USE IT OR LOSE IT" OUTDOOR LIGHTING POWER ALLOWANCES FOR SPECIFIC APPLICATIONS additional specific outdoor lighting power allowance shall be the smaller of the allowed lighting power or the actual lighting power used. Outdoor Lighting Zone (OLZ) that is documented on page 1 of NRCC-LTO-01-E to calculate the specific wattage allowances.	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 3 of 4) Date Prepared: 5/5/2016 Drnamental Lighting) — Table 140.7-B this allowance shall be rated for 100 watts or less as determined in accordance with or chandeliers.	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. I certify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name: Nestor Ignacio	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 4 of 4)	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	3,013
F CALIFORNIA DOOR LIGHTING POWER ALLOWANCES CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION ICATE OF COMPLIANCE Or Lighting Power Allowances (Page 2 of 4) Thompson Middle School THOMAL "USE IT OR LOSE IT" OUTDOOR LIGHTING POWER ALLOWANCES FOR SPECIFIC APPLICATIONS additional specific outdoor lighting power allowance shall be the smaller of the allowed lighting power or the actual lighting power used. Outdoor Lighting Zone (OLZ) that is documented on page 1 of NRCC-LTO-01-E to calculate the specific wattage allowances. ITTAGE ALLOWANCE PER APPLICATION — Table 140.7-B liable only for qualifying locations, which include Building Entrances or Exits; Primary Entrances to Senior Care Facilities, Police Stations, Hospitals, Fire Stations, and	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NECC-LTO-03-E (Ravised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School C-3. WATTAGE ALLOWANCE PER SQUARE FOOT OF HARDSCAPE AREA (O Allowance for the total site illuminated hardscape area. Luminaires qualifying for the Section 130.0(c), and shall be post-top luminaires, lanterns, pendant luminaires, or	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 3 of 4) Date Prepared: 5/5/2016 Drnamental Lighting) — Table 140.7-B this allowance shall be rated for 100 watts or less as determined in accordance with or chandeliers.	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. I certify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name: Nestor Ignacio Company: TTG Corp Address: 901 Via Piermonte, Suite 400 CEA Ce	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 4 of 4) Date Prepared: 5/5/2016 Inentation Author Signature: ure Date: 5/5/2016 ertification (if applicable):	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	3,013
F CALIFORNIA DOOR LIGHTING POWER ALLOWANCES C-LTO-03-E (Revised 95/15) ICATE OF COMPLIANCE NRCC-LTO-03-E To Lighting Power Allowances (Page 2 of 4) Thompson Middle School TIONAL "USE IT OR LOSE IT" OUTDOOR LIGHTING POWER ALLOWANCES FOR SPECIFIC APPLICATIONS additional specific outdoor lighting power allowance shall be the smaller of the allowed lighting power or the actual lighting power used. Outdoor Lighting Zone (OLZ) that is documented on page 1 of NRCC-LTO-01-E to calculate the specific wattage allowances. TTAGE ALLOWANCE PER APPLICATION — Table 140.7-B lable only for qualifying locations, which include Building Entrances or Exits; Primary Entrances to Senior Care Facilities, Police Stations, Hospitals, Fire Stations, and hergency Vehicle Facilities; Drive Up Windows; Vehicle Service Station Uncovered Fuel Dispenser than one luminaire type is used per location, use multiple rows for that location	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NECC-LTO-03-E (Ravised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School C-3. WATTAGE ALLOWANCE PER SQUARE FOOT OF HARDSCAPE AREA (O Allowance for the total site illuminated hardscape area. Luminaires qualifying for the Section 130.0(c), and shall be post-top luminaires, lanterns, pendant luminaires, of the more than one luminaire type is used per location, use multiple rows for that location A B C D E ALLOTTED WATTS Name of area for which ornamental allowance is Square feet of Allowance per Watts Code or	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 3 of 4) Date Prepared: 5/5/2016 Drnamental Lighting) — Table 140.7-B this allowance shall be rated for 100 watts or less as determined in accordance with or chandeliers. tion F G H I J DESIGN WATTS Luminaire Watts per Design Watts Allowed Watts	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. I certify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name: Nestor Ignacio Company: TTG Corp Address: 901 Via Piermonte, Suite 400 CEA Ce City/State/Zip: Ontario, CA 91764 RESPONSIBLE PERSON'S DECLARATION STATEMENT	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 4 of 4) Date Prepared: 5/5/2016 nentation Author Signature: ure Date: 5/5/2016	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	3,01
F CALIFORNIA DOOR LIGHTING POWER ALLOWANCES XC-LTO-03-E (Revised 05/15) CICATE OF COMPLIANCE OR Lighting Power Allowances Thompson Middle School TIONAL "USE IT OR LOSE IT" OUTDOOR LIGHTING POWER ALLOWANCES FOR SPECIFIC APPLICATIONS additional specific outdoor lighting power allowance shall be the smaller of the allowed lighting power or the actual lighting power used. Outdoor Lighting Zone (OLZ) that is documented on page 1 of NRCC-LTO-01-E to calculate the specific wattage allowances. ITTAGE ALLOWANCE PER APPLICATION — Table 140.7-B lable only for qualifying locations, which include Building Entrances or Exits; Primary Entrances to Senior Care Facilities, Police Stations, Hospitals, Fire Stations, and heregency Vehicle Facilities; Drive Up Windows; Vehicle Service Station Uncovered Fuel Dispenser to than one luminaire type is used per location, use multiple rows for that location	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Ravised 95/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School C-3. WATTAGE ALLOWANCE PER SQUARE FOOT OF HARDSCAPE AREA (O Allowance for the total site illuminated hardscape area. Luminaires qualifying for the Section 130.0(c), and shall be post-top luminaires, lanterns, pendant luminaires, of the Martin one luminaire type is used per location, use multiple rows for that location A B C D E ALLOTTED WATTS Name of area for which ornamental allowance is Square feet of Allowance per Watts Code or	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 3 of 4) Date Propared: 5/5/2016 Drnamental Lighting) — Table 140.7-B this allowance shall be rated for 100 watts or less as determined in accordance with or chandeliers. tion F G H I J DESIGN WATTS	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. Lertify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name: Nestor Ignacio Company: TTG Corp Address: 901 Via Piermonte, Suite 400 CIty/State/Zip: Ontario, CA 91764 RESPONSIBLE PERSON'S DECLARATION STATEMENT I certify the following under penalty of perjury, under the laws of the State of California: 1. The information provided on this Certificate of Compliance is true and correct. 2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 4 of 4) Date Prepared: 5/5/2016 Inentation Author Signature: ure Date: 5/5/2016 Proposition (if applicable): (909) 477-6915	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	
F CALIFORNIA DOOR LIGHTING POWER ALLOWANCES CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION CALIFORNIA ENERGY COMMISSION REC-LTO-03-E (Revised 95/15) FICATE OF COMPLIANCE Or Lighting Power Allowances (Page 2 of 4) TIONAL "USE IT OR LOSE IT" OUTDOOR LIGHTING POWER ALLOWANCES FOR SPECIFIC APPLICATIONS additional specific outdoor lighting power allowance shall be the smaller of the allowed lighting power or the actual lighting power used. Outdoor Lighting Zone (OLZ) that is documented on page 1 of NRCC-LTO-01-E to calculate the specific wattage allowances. ATTAGE ALLOWANCE PER APPLICATION — Table 140.7-B liable only for qualifying locations, which include Building Entrances or Exits; Primary Entrances to Senior Care Facilities, Police Stations, Hospitals, Fire Stations, and hergency Vehicle Facilities; Drive Up Windows; Vehicle Service Station Uncovered Fuel Dispenser e than one luminaire type is used per location, use multiple rows for that location A B C D E F G H I J ALLOTTED WATTS DESIGN WATTS DESIGN WATTS Allowance per Allowance per Allotted Luminaire lowance is qualifying qualifying Watts Code or Luminaire Watts per Design Watts Allowed Watts	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School C-3. WATTAGE ALLOWANCE PER SQUARE FOOT OF HARDSCAPE AREA (O Allowance for the total site illuminated hardscape area. Luminaires qualifying for the Section 130.0(c), and shall be post-top luminaires, lanterns, pendant luminaires, of the form one luminaire type is used per location, use multiple rows for that location A B C D E ALLOTTED WATTS Name of area for which ornamental allowance is claimed Hardscape Square feet of Hardscape Square foot Square	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 3 of 4) Date Prepared: 5/5/2016 Drnamental Lighting) — Table 140.7-B this allowance shall be rated for 100 watts or less as determined in accordance with or chandeliers. tion F G H I J DESIGN WATTS Luminaire Watts per J Luminaire Quantity luminaire (G x H) Allowed Watts (smaller of D or I)	STATE OF CALIFORNIA OUTDOOR LIGHTING POWER ALLOWANCES CEC-NRCC-LTO-03-E (Revised 05/15) CERTIFICATE OF COMPLIANCE Outdoor Lighting Power Allowances Project Name: Thompson Middle School DOCUMENTATION AUTHOR'S DECLARATION STATEMENT 1. I certify that this Certificate of Compliance documentation is accurate and complete. Documentation Author Name: Nestor Ignacio Company: TTG Corp Address: 901 Via Piermonte, Suite 400 City/State/Zip: Ontario, CA 91764 RESPONSIBLE PERSON'S DECLARATION STATEMENT I certify the following under penalty of perjury, under the laws of the State of California: 1. The information provided on this Certificate of Compliance is true and correct. 2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the (responsible designer). 3. The energy features and performance specifications, materials, components, and manufactured Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Features and performance specifications, materials, components, and manufactured Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Features and performance specifications, materials, components, and manufactured Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Features and performance specifications.	CALIFORNIA ENERGY COMMISSION NRCC-LTO-03-E (Page 4 of 4) Date Prepared: 5/5/2016 Inentation Author Signature: Ure Date: 5/5/2016 Prepared: 5/5/2016 Inentation Identification (if applicable): Inequality of the building design or system design identified on this Certificate of Compliance Idevices for the building design or system design identified on this Certificate of Regulations.	CA Building Energy Efficiency Standards - 2013 Nonresidential Compliance	
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DRAWN: NR MANUFACTURER & NO. REFER TO DETAIL #3, SHEET E0.1 FOR MCGRAW EDISON #GLEON—AE—03—LED—E1—T4FT—530 DATE: 03/10/2016 | SCALE: PROJECT NUMBER: 1522500 DOCUMENTATION DRAWING NUMBER:

LIGHTING FIXTURE SCHEDULE

REMARKS

PROVIDE SQUARE POLE, COLOR TO MATCH FIXTURE COLOR

FINISH LAMP(S) WATTS

BLACK

DESCRIPTION

LED PARKING LOT LIGHT

EX1

E0.2

CHECKED: GW

ARCHITECTS

PASSION DRIVEN

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT 24040 HAYES AVENUE MURRIETA, CA 92562

SOUTHERN CALIFORNIA
8163 ROCHESTER AVENUE, SUITE 100
RANCHO CUCAMONGA
CALIFORNIA 91730-0729

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www.wlcarchitects.com

N MIDDLE SCHOOL OT IMPROVEMENTS

THOMPSON PARKING LO

CONSULTANT

STRUCTURAL

MECHANICAL

ELECTRICAL

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901 Via Piemonte, Suite 400

www.ttgcorp.com Project No. 0216.3420.00

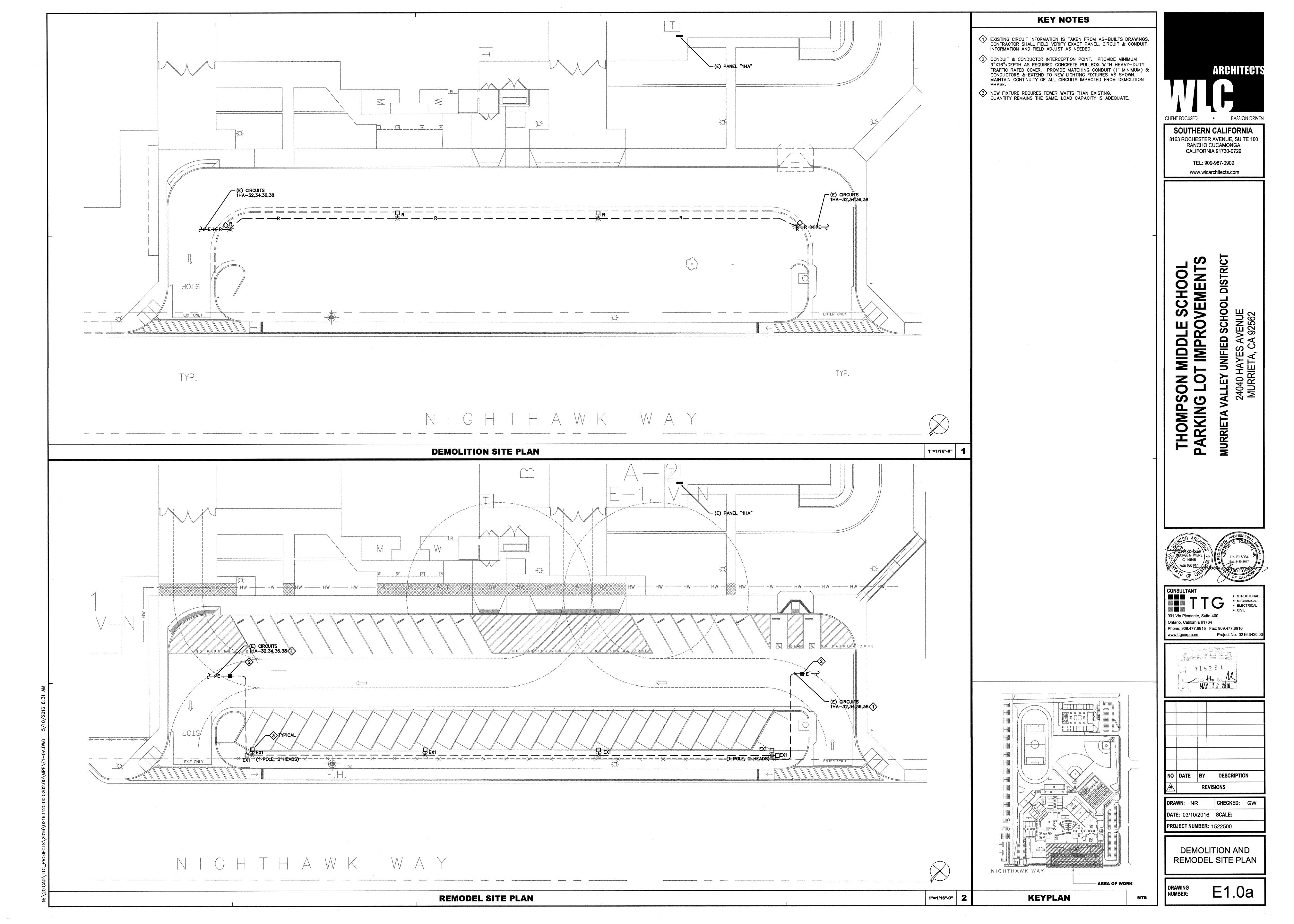
Phone: 909.477.6915 Fax: 909.477.6916

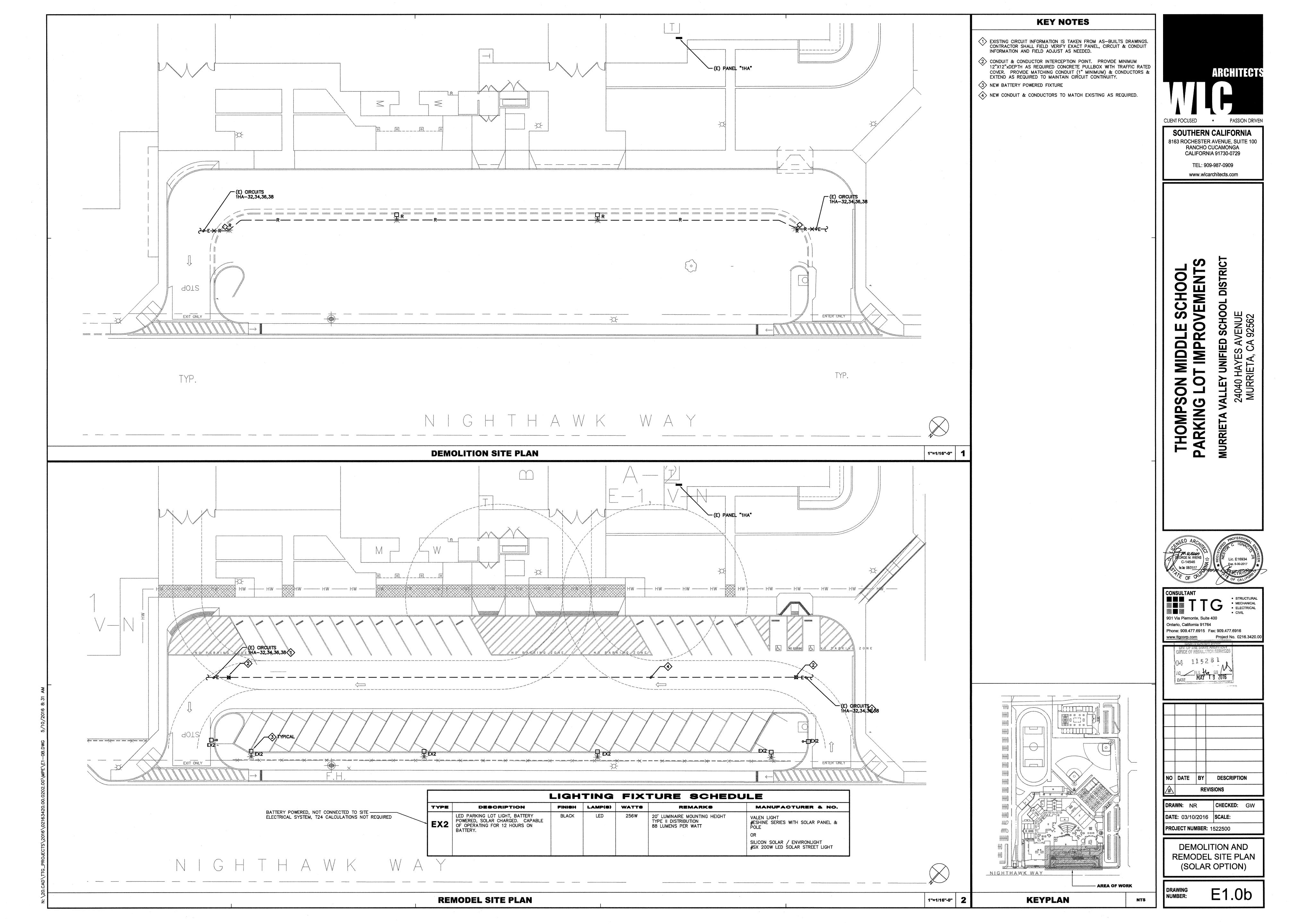
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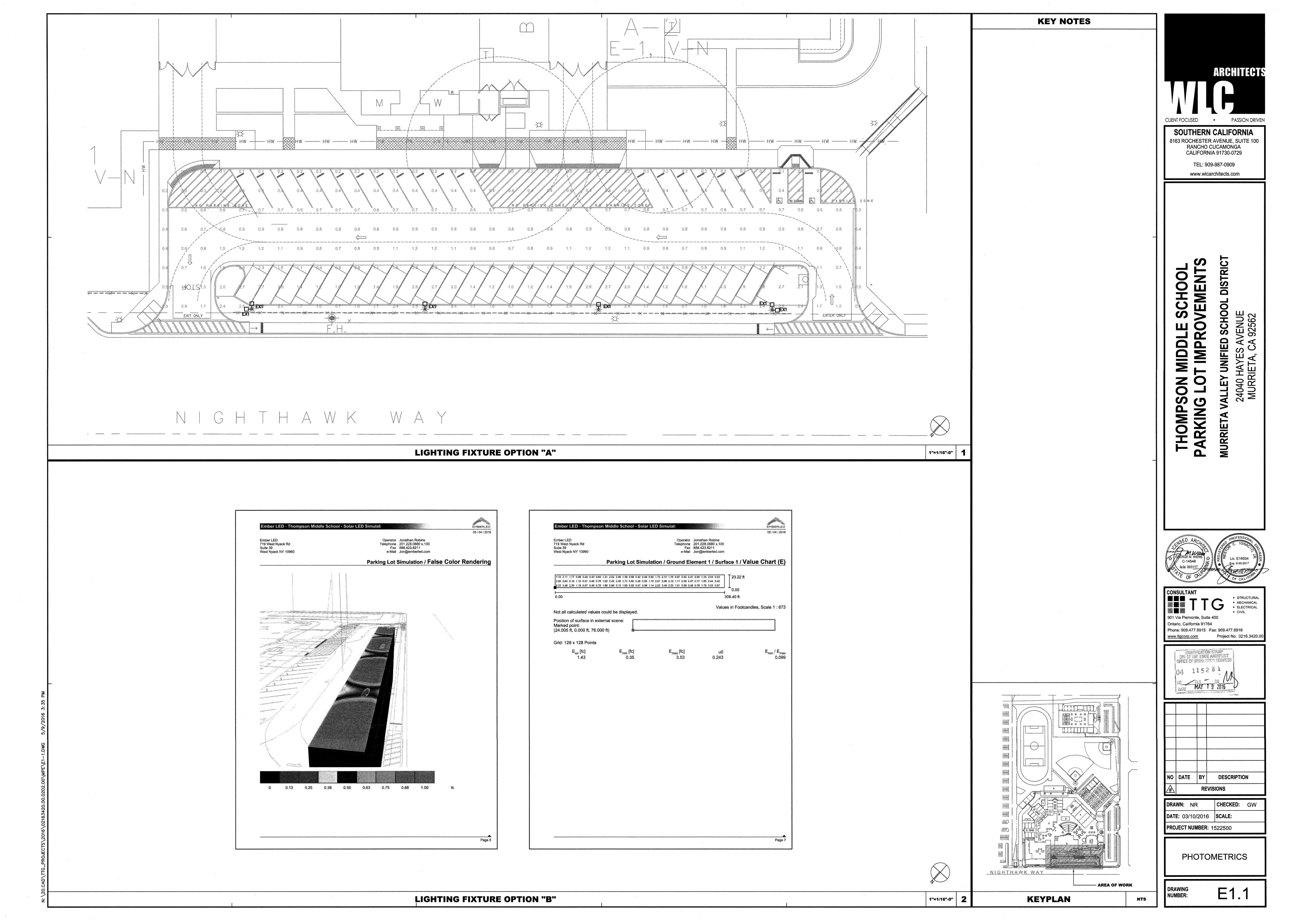
REVISIONS

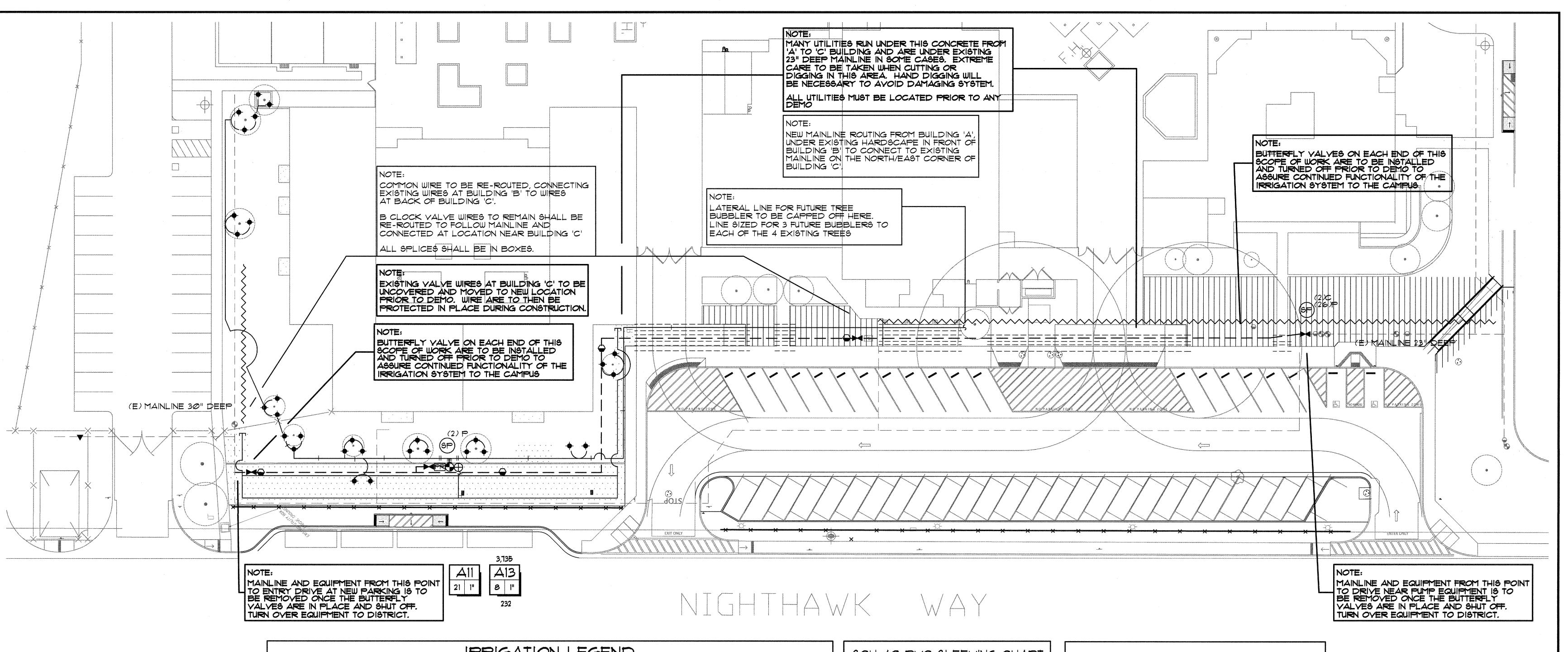
TITLE 24

Ontario, California 91764









	IRRIGATION LEGEND			
SYMBOL	MANUFACTURER/MODEL *	PSI	FLOW	DETAIL
	HATCH PATTERN REFLECTS INDIVIDUAL VALVE ZONES TO BE WATERED VIA POINT TO POINT DRIP W/ BOWSMITH SL.200. I EMITTER PER PLANT EXCEPT CENTAUREA, LEONOTIS, MUHLENBERGIA, AND YUCCA TO RECEIVE 2 EMITTERS	40	2 GPH	'L' / L.2
MISCELLANEOUS				
	REPAIR AND REPLACE WITH LIKE MATERIAL, ANY IRRIGATION EQUIPMENT	DAMAGED	DURING INSTAL	LATION
TREE BUBBLERS				
+	RAINBIRD 1402 SERIES BUBBLER WITH PURPLE CAP	3Ø	.5 GPM	'K' / L.2

MINOR ADJUSTMENTS IN THE FIELD MAY BE NECESSARY TO AVOID VERTICAL OBJECTS OR UTILITIES

	EQUIPMENT LEGEND		
SYMBOL	MANUFACTURER/MODEL *	SIZE	DETAIL
₩	YARDNEY MCS3-YI MAXI CLEAN SCREEN FILTER ASSEMBLY	PER PLAN	'C'/L.2
PR	WATTS LF223 PRESSURE REDUCING VALVE - SET TO 65 PSI	1"	'G'/L.2
H	NIBCO T585 BALL VALVE 2" & SMALLER NIBCO WD2000 BUTTERFLY VALVE 21/2" & LARGER	LINE SIZE	'D, E'/L.:
\oplus	RAINBIRD XCZ-100-PRF CONTROL ZONE KIT FOR DRIP ON MANIFOLD	PER PLAN	'l, J'/L.2
•	EXISTING VALVE TO BE PROTECTED IN PLACE		
•	RAINBIRD PESB SERIES ELECTRIC CONTROL VALVE FOR BUBBLERS ON MANIFOLD	PER PLAN	'H, I'/L.2
	EXISTING CONTROLLER TO BE TIED INTO, STATIONS All AND AI3 (REUSE EXISTING WIRES)		
•	EXISTING QUICK COUPLING VALVE TO BE PROTECTED IN PLACE		
⇔	RAINBIRD 44NP QUICK COUPLING VALVE, COLOR PURPLE	111	'F'/L.2
	EXISTING MAINLINE TO BE REMOVED	3"	
	EXISTING MAINLINE TO BE PROTECTED IN PLACE	3"	
	CL315 PVC MAINLINE - 30" MINIMUM COVER TO MATCH EXISTING, COLOR PURPLE	3"	'A-C'/L.
	SCH 40 PYC NON-PRESSURE LATERAL LINE - 12" MIN. COVER, COLOR PURPLE	PLAN SIZE	'A-C'/L.
	SCH 40 PVC IRRIGATION PIPE / WIRE SLEEVE - 24" MIN. COVER	SEE CHART	'A-C'/L
NOT SHOWN	UF RATED CONTROL WIRE, 12 GA COMMON, 14 GA PILOT - 18" MIN. COVER	12/14 GA	'A-C'/L.
(SP)	SPARE UF RATED CONTROL WIRE, (2) 12 GA COMMON, (28) 14 GA PILOT - 18" MIN. COVER FROM BACK OF BUILDING 'C' TO LOCATION SHOWN. 10' TO BE LOOPED IN VALVE BOX.	12/14 GA	'A-C'/L.
·····	EXISTING VALVE AND COMMON WIRES TO BE PROTECTED IN PLACE AND EXTENDED		
PB	EXISTING WIRE PULL BOX TO BE PROTECTED IN PLACE		
	NETAFIM DRIP LINE AUTOMATIC FLUSH ASSEMBLY		'M'/L.2

(1) PIPES AND VALVES ARE SHOWN IN HARDSCAPE FOR CLARITY ONLY. TO BE PLACED WITHIN PLANTER AREAS (2) ALL MAINLINE TEES AND 90'S ARE TO BE SCH 80 PVC AND SHALL BE THE SAME SIZE AS THE MAINLINE, REDUCING WHEN NECESSARY JUST BEFORE VALVES.

(3) ALL VALVE BOX COVERS TO BE CARSON/BROOKS PURPLE VALVE BOXES OR EQUAL.

3CH 40 P	YC SLEEVING	: CH,	ART
1/4" SLEEVE	1-4 WIRES	1/2"	PIPE
1/2" SLEEVE	5-10 WIRES	3/4"	PIPE
" SLEEVE	11-20 WIRES	111	PIPE
1/2" SLEEVE	21-30 WIRES	1 1/4"	PIPE
3" SLEEVE	31-40 WIRES	1 1/2"	PIPE
4" SLEEVE	41-60 WIRES	2"	PIPE
5" SLEEVE	61-99 WIRES	3"	PIPE
3" SLEEVE	100+ WIRES	4"	PIPE
O" SLEEVE	N/A	6"	PIPE

UDE CITINA	CILADT		
PIPE SIZING	# CHARI	5 Q 1	F1
	3/4" PIPE 1" PIPE 1 1/4" PIPE 1 1/2" PIPE	STA' NUM!	
——————————————————————————————————————	2" PIPE 2 1/2" PIPE 3" PIPE	FLOW (GPM)	
<u>ш</u>	4" PIPE 6" PIPE 8" PIPE	* OF SH	#F

TION BER VALVE SIZE TWO WORKING DAYS BEFORE YOU DIG

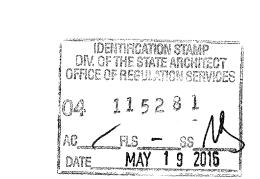
ALL UTILITIES MUST BE LOCATED PRIOR TO ANY DEMO

Underground Service Alert

BOOSTED WATER PRESSURE 98 PSI 40 PSI SYSTEM DESIGN PRESSURE

RE-ROUTING OF MAINLINE AND CONTROL WIRES TO OCCUR DURING DEMOLITION PHASE. FUTURE VALVE WIRES ARE TO BE EXTENDED TO NEW LOCATION, LOOPED WITH 10' OF EXTRA WIRE AND PLACED IN A VALVE BOX.

ALL EQUIPMENT REMOVED SHALL BE REMOVED CAREFULLY AND TURNED OVER TO THE DISTRICT CONTRACTOR SHALL TEST ALL WIRE TO VERIFY CONTINUITY FROM END TO SATELLITE IN THE PRESENCE OF A DISTRICT REP. COORDINATE VALVE SEQUENCING WITH DISTRICT REP. IN THE FIELD.



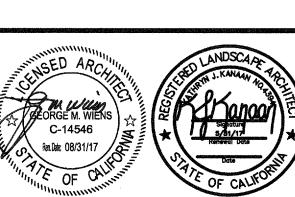


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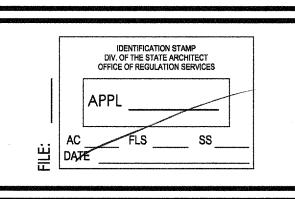
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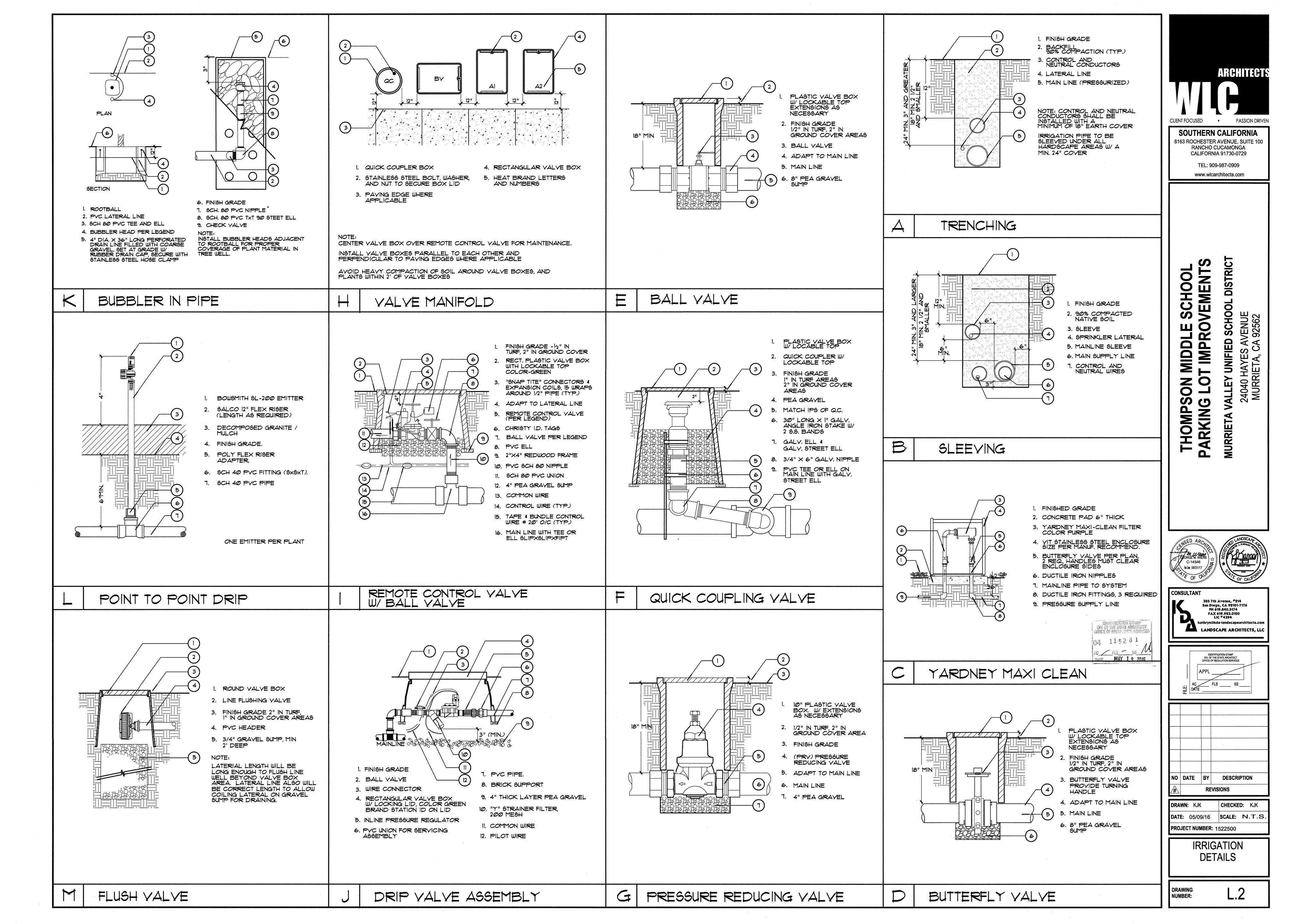


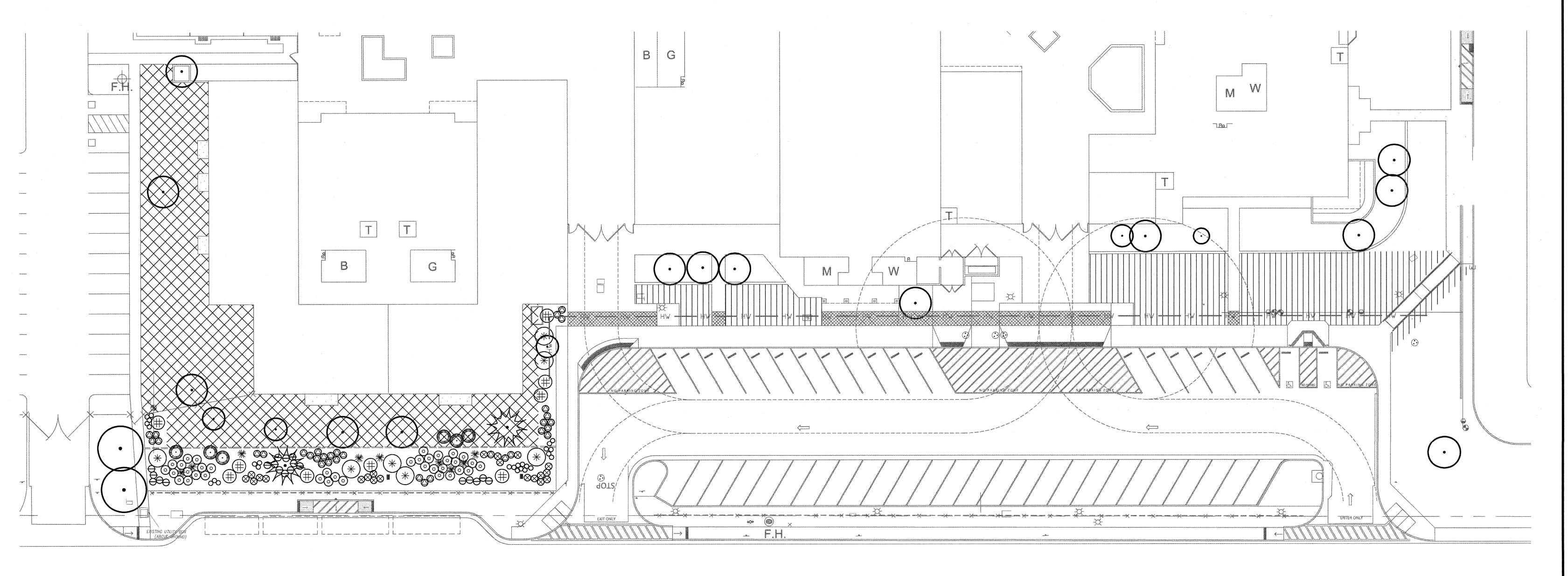
<u></u>		RE	VISIONS
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DATE:	05/17/16	SCALE:	1" = 20'-0
	CT NUMBER: 1		

IRRIGATION PLAN

DRAWING NUMBER:





NIGHTHAWK WAY

PLANT LE				
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE SPAC	CING REMARKS	REFERENCE
SHRUBS				
Zw.	ALOE 'HERCULES' HERCULES ALOE	24" box	15' O.C.	REFER TO DETAIL THIS SHEET
EL MANAGE DE LA COMPANIA DE LA COMPA	CAESALPINIA GILIESII YELLOW BIRD OF PARADISE	15 GAL.	6' O.C.	
*	CENTAUREA GYMNOCARPA VELVET CENTAUREA	15 GAL.	8' O.C.	
	CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	5 GAL	3' O.C.	
0	DIANELLA REVOLUTA LITTLE REV LITTLE REV FLAX LILY	5 GAL.	2' O.C.	
Θ	EUPHORBIA BLUE HAZE BLUE HAZE SPRUGE	5 GAL.	3' O.C.	
(#)	LEONOTIS LEONURUS LIONS TAIL	5 GAL.	6' O.C.	
o	MUHLENBERGIA CAPILLARIS REGAL MIST PINK MUHLY	5 GAL.	4' O.C.	
\otimes	WESTRINGIA FRUTICOSE GREYBOX DRAWF COAST ROSEMARY	5 GAL.	3' O.C.	
*	YUCCA ROSTRATA BEAKED YUCCA	24" box	4' O.C.	V

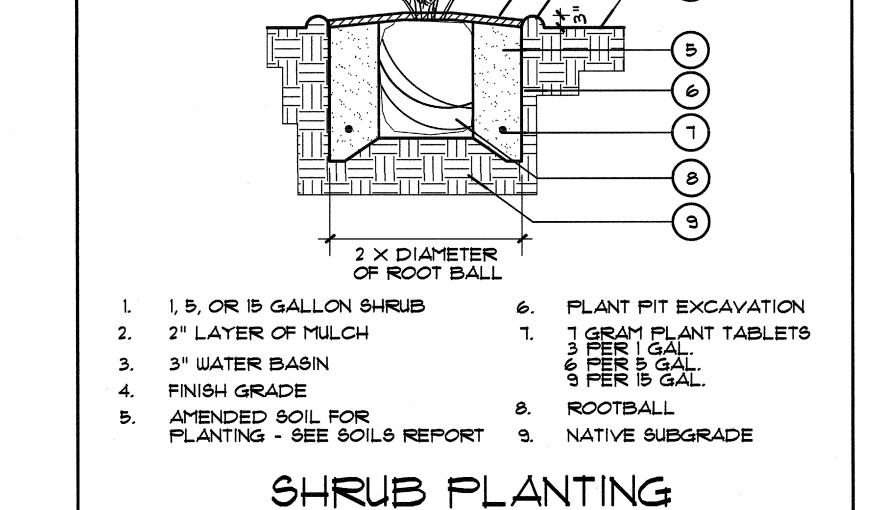
MISCELLANEOUS

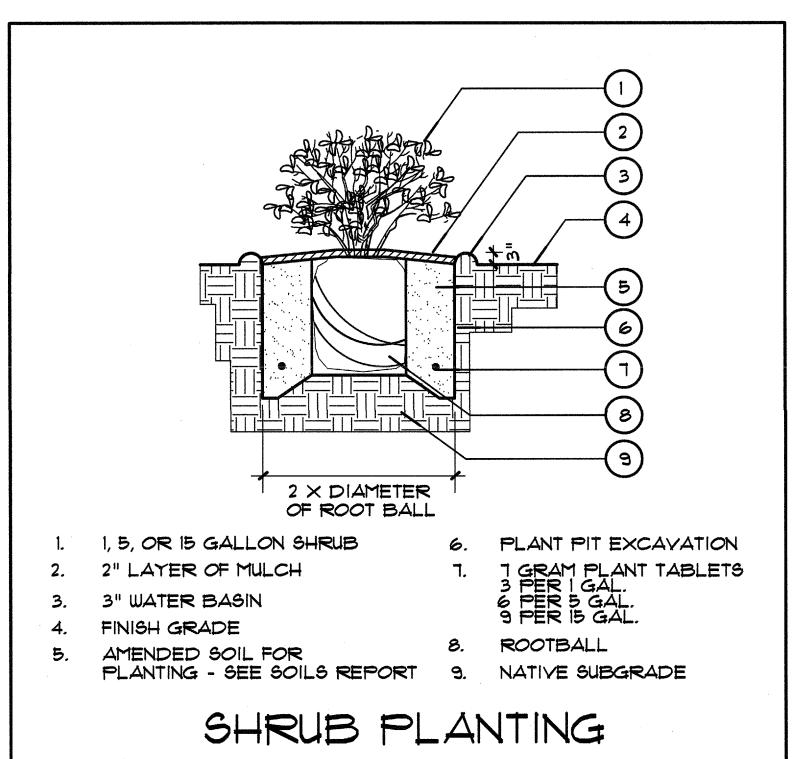
NOT SHOWN	ALL PLANTER AREAS TO RECEIVE A 3" THICK LAYER OF MEDIUM GRIND ORGANIC WOOD CHIPS. KEEP A CLEAR ZONE AROUND THE LEADER BRANCHES. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.	REFER TO SPECS.
	REPAIR AND REPLACE WITH LIKE SOD ANY AREA THAT IS DAMAGED DURING INSTALLATION OF NEW IRRIGATION SYSTEM.	

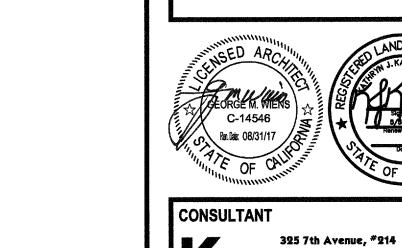
MEASUREMENT FROM THE CENTER OF THE PLANT WILL BE VERIFIED AS SUCH.

REMOVE ALL ACACIA PLANTS AND ROOTS. PROTECT TREE ROOT SYSTEMS BY HAND DIGGING WITHIN AND NEAR THE DRIPLINES. PLACE A 3" LAYER OF MEDIUM GRIND ORGANIC WOOD CHIPS AS DIRECTED ABOVE.

ALL PLANTS HAVE BEEN PLACED SO THAT MATURE GROWTH WILL REMAIN I' FROM ALL HARDSCAPE SURFACES.







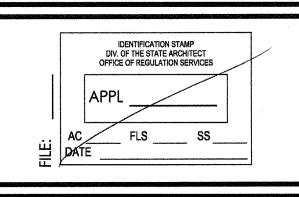
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DATE : 05/17/16	SCALE: 1" = 20'-0
PROJECT NUMBER: 1	522500

PLANTING PLAN

DRAWING NUMBER:

